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F.O. (9707.)

F.O. 424

F.O. 424

222

FURTHER CORRESPONDENCE

RESPECTING THE

AFFAIRS

OF

ASIATIC TURKEY AND ARABIA.

[In continuation of Confidential Paper No. 9618.]

222

January to March 1910.

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Printed for the use of the Foreign Office. May 1910.

CONFIDENTIAL.

Further Correspondence respecting the Affairs of Asiatic Turkey and Arabia.

[In continuation of Confidential Paper No. 9618.]

[294] No. 1.

Count Metternich to Sir Edward Grey.—(*Received January* 3, 1910.)

(Translation.)

Your Excellency, *German Embassy, December* 4, 1909.

UNDER instructions from my Government, I have the honour to transmit herewith six copies of a second memorandum drawn up by the German Government on the subject of the Abu Musa incident, in reply to the Memorandum of the British Government.

The Memorandum sets forth the general and legal position as established by facts and proofs. It comes to the conclusion that the action of the Sheikh of Shargeh against the mining company, Hassan-ibn-Ali and Co., was illegal, that in its ultimate aim it was directed against the contract between Herr Robert Wönckhaus and the mining company, and that the forcible measures taken by the sheikh were directly promoted by the agents ("Organen") of the British Government. According to the ordinary principles of law, therefore, the British Government and the sheikh are jointly responsible for the consequences of these actions. On the one hand, Herr Robert Wönckhaus should be compensated for the damage which he sustained through the non-fulfilment of the contract consequent upon the infringement of the rights of the mining company by the sheikh, supported by the agents of the British Government. On the other hand, the firm of Robert Wönckhaus and Co. should be compensated, as a participant in the mining company, for their share of the damage sustained by the mining company through the suspension of operations. A detailed calculation of the damage is reserved.

In order to obviate an increase of the damage and to put an end to the existing disturbance to property, the mining company should be permitted with the greatest promptitude to continue their mining operations.

Having regard to the present position of affairs, the German Government believe that they should first of all only apply to the British Government to take steps for the removal of the disturbance to property and for the granting of compensation for damage sustained.

If, contrary to expectation, the British Government should not admit the grounds on which the attitude of the German Government is based, as set forth in the Memorandum, and should adhere to the negative view which they have hitherto adopted, the German Government are of opinion that the point at issue should be referred to the Permanent Tribunal at The Hague.

I have, &c.

P. METTERNICH.

Enclosure in No. 1.

Second Memorandum by the German Government respecting the Abu Musa Incident. November 1909.

IN consequence of what is stated in the Memorandum of His Majesty's Government of the 10th July, 1908, the Imperial German Government have again examined the complaint of the German firm, Robert Wönckhaus and Co., of Lingah, in regard to the occurrences on the island of Abu Musa. In this examination they have given every consideration to the arguments used in the Memorandum, and to the documents communicated to them.

From a comparison of the British Memorandum with the first German Memorandum (of December 1907), it appears that the following facts are not disputed :—

Till the spring of 1883 Sheikh Salim-ibn-Sultan-ibn-Sakar Alkasimi (referred to below for short as Sheikh Salim or Salim), was reigning Sheikh of Shargeh, to the territory of which the island of Abu Musa belongs. During the time that he was in the Island of Abu Musa, in which he always took a particular interest, and where he had built himself a dwelling-house and had established date plantations, he was deposed by his nephew, the present reigning Sheikh Sakar-ibn-Khalid (called below for short, Sheikh Sakar or Sakar). Sheikh Sakar at that time intended to drive Sheikh Salim out of Abu Musa by force, but was prevented from doing so by the British resident in the Persian Gulf. Nevertheless Salim left Abu Musa and went to Lingah, until, in July 1883 an agreement was made between the two sheikhs, according to which Sheikh Sakar was to pay to Sheikh Salim an annual pension of 600 dollars. Thereupon Salim returned to Abu Musa. In 1884, however, differences again arose between the two in consequence of political intrigues of Salim against Sakar, and Sakar several times complained to the British resident in letters. As Salim was in financial straits he was obliged to give in, and a second agreement was arrived at. Under this agreement Sakar, for whose means the pension of 600 dollars previously settled was too high, granted his uncle a pension of 400 dollars annually, half to be paid in money and half in kind. The revenue from the Island of Sir Abu Nuair, said to amount to 200 dollars, was also assigned to Salim. After this the relations of the two sheikhs remained peaceful until the spring of 1889, when, as is alleged, Salim was making preparations for an attack on Shargeh. The British agent at Shargeh, however, succeeded in reconciling the two sheikhs, and persuaded them to conclude a new agreement (6th April, 1889). By this Sakar undertook to continue the payment of the pension of 400 dollars, allowed Salim to live at Shargeh within certain bounds, and promised to treat him in other respects also in accordance with his rank. The Island of Sir, which produced no revenue, was not mentioned in this agreement. Salim undertook to keep the peace and to obey his nephew. The two sheikhs afterwards lived on good terms, so that Sheikh Salar, when absent from his capital, entrusted the government to his uncle. (Annexes Nos. 2 to 6 of the British Memorandum.)

By a document dated the 10th April, 1898 (18 Dulkade, 1315), Sheikh Salim leased the red oxide mines on the Island of Abu Musa for an annual rent of 250 French reals, to the British subjects, Alhaj Hassan-ibn-Ali Samaih (called below Hassan Samaih, for short), his son Abdallah-ibn-Hassan (Abdallah, for short), and Isa-ibn-Abdallatif (Isa, for short), son of the British consular agent at Shargeh, Abdallatif-ibn-Abdarrahman, who represented his son in all business of the company of lessees. At that time Sheikh Salim was Regent of Shargeh, as Sheikh Sakar was absent on a pilgrimage to Mecca. The rent was paid regularly, and received by Sheikh Salim.*

On the 19th August, 1898 (1 Rebi-el-Tani, 1316), Sheikh Sakar was received into the company of lessees as a shareholder on an equal footing with the others. He, however, on the 29th January, 1899, (17 Ramadan, 1316), made his share over to one Yussuf-bin-Abdallah, who transferred it to Hassan Samaih. This share was, on the 10th October, 1907, sold by Hassan Samaih to Thomas Brown, a British subject, from whom it was purchased by the firm of Robert Wönckhaus and Co., of Lingah, on the 16th October, 1907. (Annexes 3 to 4 E of the first German Memorandum.)

Previously to this, on the 1st June, 1906, a contract (Annex 5 of the first German Memorandum and Annex 10 of the British Memorandum) had been concluded between Hassan Samaih and the German merchant Robert Wönckhaus, a partner in the firm of Wönckhaus and Co., under which from 2,000 to 5,000 tons of red oxide were to be delivered to Wönckhaus annually for four years from the mines on Abu Musa. The

* Annexes 1 to 5.

company had also contracted with another party to deliver 400 tons a-year for five years to India. (Annex 19 of the first German Memorandum.)

On the 21st February, 1907 (9th Moharrem, 1325), Sheikh Sakar addressed a letter (Annex 12 of the first German Memorandum) to Hassan Samaih, in which he demanded that the working of the red oxide mines on Abu Musa should cease. The ostensible ground for this step is a complaint made by Isa to the sheikh that the contract for delivery of red oxide had been made with Wönckhaus without his sanction. Thereupon a somewhat lengthy correspondence ensued between Hassan Samaih on the one side and Sheikh Sakar, Sheikh Salim, and the British consular authorities on the other (Annexes 13 to 16, 18 to 20 of the first German Memorandum) until Sheikh Sakar, in two letters of the 3rd October, 1907 (25 Shaban, 1325), one of which was to be handed to Hassan Samaih, and his receipt obtained, in the presence of the British consular agent at Lingah, again ordered that the work should cease. (Annexes 21 and 22 of the first German Memorandum.)

Thereupon, about the 20th October, 1907, Sheikh Sakar sent armed men to the island, who compelled the miners to leave and forcibly prevented further work at the mines.

The boats containing the sheikh's armed force were towed to Abu Musa by the British war-ship "Lapwing," on board which was Lieutenant C. H. Gabriel, British vice-consul at Bunder Abbas.

About mid-day on the 23rd October (a few hours after the departure of the British war-ship) two employés of the firm of Robert Wönckhaus and Co., who had approached the island in order to land on it, were received with bullets by the sheikh's armed men, and forced to turn back.

The facts being as stated above, there is a difference of opinion as to whether Sheikh Sakar was justified in acting as he did. Whereas the British Memorandum maintains that there was nothing illegal in Sheikh Sakar's proceedings, the Imperial Government are still of opinion that he had no legal right, either by private or by public law, to cancel of his own motion the lease agreement concluded by Sheikh Salim, and that the forcible execution of his decision must undoubtedly be regarded as an illegal act.

(A).—Position of Sheikh Sakar with respect to the Company of Lessees, from the point of view of Private Law.

It is stated in the British Memorandum that the Island of Abu Musa is the property of Sheikh Sakar, and that it was only as the representative of Sakar and while he acted as regent during the latter's pilgrimage, that Sheikh Salim concluded the lease agreement; that the island is an integral part of the dominions of the Sheikh of Shargeh, who in recent years has regularly sent his cattle to graze on the island; and that Sheikh Sakar, who after the deposition of Salim made the latter an allowance, had, solely in consequence of oral and personal arrangements, increased this allowance by the revenue of Abu Musa, including that derived from the red oxide mines.

In proof of this the British Memorandum first cites a letter from Salim to Sakar of the 21st February, 1908 (Annex 1 of British Memorandum), in which Salim declares that he has no claim to the island and has never put forward any claim to it, and then a kind of Memorandum of Sheikh Sakar, dated the 22nd February, 1898* (Annex 5 of British Memorandum), in which he gives an account of his relations with Salim and his arrangements with him in regard to property. Further, there are cited two letters from Sakar to the British resident in the Persian Gulf, dated the 21st January and 14th February, 1884 (Annexes 3, 4 of the British Memorandum), in which Sakar describes Abu Musa as "our island and a dependency of Shargah," as well as the agreement between the two sheikhs, of the 6th April, 1889) (Annex 2 of the British Memorandum). Finally, reference is made to a Memorandum of Major P. Z. Cox, British resident in the Persian Gulf, dated the 28th February, 1908, on the history of Abu Musa (Annex 6 of the British Memorandum), and to a letter from Sakar to the British resident, Lieutenant-Colonel Kemball, dated the 11th October, 1902 (Annex 7 of British Memorandum), which is held to show that in concluding the lease agreement, Salim was acting in his capacity of regent.

Before these arguments are examined, attention must be called to an inaccuracy in the text of the British Memorandum. It is there stated that Sakar granted to Salim the revenue of the island, including that derived from the mines. Sakar in his own account only speaks of having assigned to Salim the amount of the rent of the oxide mines, in consequence of his complaint that his income was insufficient.

* *Sic* [? 1908].

As regards the evidence produced, the Imperial Government regret that they are unable to accept as unobjectionable testimony the letter of Sheikh Salim to Sheikh Sakar, dated the 21st February, 1908, to which the first place is assigned in the British Memorandum. This letter and Sakar's Memorandum of the 22nd February, 1908, which must be regarded simply as the version of an interested party and valueless as evidence, were written at a time when efforts were being made to collect proofs of the legality of the steps taken by Sakar against the company of lessees. The Imperial Government have information that Major Cox was at Shargeh just at that time. The contents of both documents are so much out of harmony with the former attitude of the two sheikhs and with facts which will be mentioned further on, that one can only conclude that the sheikhs at the later period gave a different account of the proprietary rights on Abu Musa.

Sakar's letters to the British resident in 1884 (Annexes 3, 4 of the British Memorandum) are no evidence of Sakar's ownership of the island. In order to understand them fully, one must remember that they were written at a time when Salim was living at Abu Musa after being deposed by Sakar, when the two sheikhs were enemies, and when Sakar still had to fear resistance on the part of the former ruler, and perhaps even the seizure and retention of part of his dominions by him. But Sakar, having undertaken the government of Shargeh, was responsible for the preservation of peace in accordance with the Maritime Truce, as is explained in the Memorandum by Major Cox referred to above. He therefore begged the British resident to warn Salim to keep quiet, and in order to justify his request laid stress on the fact that Abu Musa was politically a dependency of Shargeh. The sole object of the letters therefore was to put an end to the political conflict between the two sheikhs. This view is supported by the following minute (printed in Annex 6 of the British Memorandum), which appears with Sakar's second letter, in the archives of the British resident:—

"Sheikh Sagar seems to insist that if Salim continues to live on Bu Musa he should give a guarantee through the resident that he will not do anything to disturb him, Sheikh Sagar, or the maritime peace."

So that when we find in the one letter the words: "Abu Musa is an island dependent on Shargah, and we cannot spare it to others," and in the other the words: "Bu Musa is *our* island and a dependency of Shargah," this can only refer, according to the whole context, to the circumstance that the island belongs *politically* to the territory of Shargah. Consistently with this, Salim himself, as mentioned below (p. 6), describes Abu Musa in several letters and documents as "my" or "our" island (meaning, that is, that he is the private owner), and as "a dependency of Shargah." If Sheikh Sakar goes on to write: "I cannot dispense with the Island of Bu Musa, as it is of great use to me," this can only be taken, in view of the context just referred to, in a political sense and not in the sense of private ownership.

In the British Memorandum these letters are made use of to support the assertion that Salim's presence on Abu Musa was only "tolerated." The contention is evidently that Salim had no right whatever to live on Abu Musa, and that if he did live there, it was really only owing to the kindness of Sakar. But it appears from what has been said above that this "toleration" is to be understood entirely in a political sense and has nothing to do with the question of private ownership. No doubt Sheikh Sakar was at liberty to banish his political opponent from the country and also to prevent him from residing on his private estate. If Sakar did not do this, that is no reason for concluding that Salim had no right, from the point of view of private law, to reside at Abu Musa. Salim's right to live at Abu Musa on the strength of his owning private property there, and Sakar's decision to tolerate his presence there, in spite of political hostility, are such very different things that conclusions cannot possibly be drawn from one to the other.

Those letters, then, have nothing to do with the question of private ownership. In any case, they cannot be cited to disprove the private ownership of Salim. If, however, they are to be considered as having a bearing on this question, they would seem rather to point to the conclusion that Sakar regarded Abu Musa as a domain of Salim, from which he would have to drive him if Salim was guilty of political misconduct by interfering in Sakar's affairs or disturbing the peace. ("If Salim wants to live in it and guarantees that he will not commit anything which would interfere with my affairs or disturb the maritime peace, it matters not . . . .")

The letter, too, which Sakar addressed to Lieutenant-Colonel Kemball on the 11th October, 1902 (Annex 7 of the British Memorandum), seems, on closer examination, o have a very different meaning from that assigned to it in the British Memorandum.

In order to understand the letter, it would be interesting to know the purport of Kemball's inquiry, to which Sakar's letter was an answer and which is not printed in the Memorandum. Other known facts, however, make it possible to form an idea of what led to the letter being written and enable one to arrive at a proper appreciation of its contents. On p. 9 of the "Administration Report on the Persian Gulf Residency and Muscat Political Agency for 1898–9," the following passage occurs:—

"It is reported that the uncle of the Sheikh of Shargah has given a long lease of some oxide mines to Haji Ali Dubash, also known as Nakhoda Ali, who is a resident of Bushire, where he got into trouble and had to leave. He is said to have already exported 400 tons of oxide, and a further enquiry into the concession will be made when an opportunity offers."

It is not stated where these mines are situated, but, in any case, Lieutenant-Colonel Kemball certainly seems to have considered the sheikh's uncle, *i.e.*, Salim, as the owner of the mines in question, as otherwise the above passage, which says nothing about a regency or representation, would have left open the question how Salim came to give the lease. It is to be presumed that later on the resident, carrying out his intention of making further enquiries, asked Sakar for information about this lease, of which so far only rumours had reached him. Sakar then replied, on the 11th October, 1902, that no agreement had been made between him and Nakhoda Ali about the Island of Sir, with which the present investigation is not concerned. He continues:—

"With regard to Abu Musa, my uncle, Sheikh Salim-bin-Sultan cultivates in that island, and in the year in which I went on the Hajj my aforesaid uncle was acting as my regent in Shargah, and he saw fit to lease the mines of Abu Musa to Hassan-bin-Samayieh, a British subject, and Abdallah-bin-Hassan and Esa-bin-Abdul Latif, and the lease has remained up to now."

It cannot be inferred from this letter that Salim was acting only as regent. On the contrary, the words, "With regard to Abu Musa, my uncle . . . . cultivates in that island," contain a recognition that Sakar has really nothing to do with the cultivation of Abu Musa, but that Salim cultivates it, and presumably has a right to do so.*

Salim's regency is mentioned, firstly, in order to fix the time, and, secondly, with a view to throwing on Salim the political responsibility as well for the lease in question; for the inquiries of the British resident were evidently inconvenient to Sakar. This is not surprising when it is realised that the sheikh evidently has a wrong conception of the scope of a treaty concluded with the British Indian Government on the 7th March, 1892. When asked by the dragoman of the Imperial vice-consulate at Bushire on the 28th November, 1907, "What harm is there in having made a contract with the German firm?" Sheikh Sakar replied, "We have made treaties with the English which prevent us from leasing any part of our territory to foreigners other than British subjects." This interpretation is evidently erroneous, as it gives to the treaty a meaning which would be incompatible with the principle of the open door. This conception of the treaty explains why Sakar, when Lieutenant-Colonel Kemball asked him about leases of land in which a foreigner—the Persian, Nakhoda Ali—was concerned, hastened to assure him that he had had no dealings with Nakhoda Ali, and to explain that his uncle during his regency, and not he, had concluded a lease agreement, and that only with British subjects, so that, if the lease had been a violation of the Treaty of 1892, the political responsibility would have fallen primarily on Salim and not on Sakar.

The letter to Lieutenant-Colonel Kemball—which is, moreover, the only document produced in this connection—supplies no evidence that Salim was acting simply as regent when he concluded the lease agreement. On the other hand it is an important indicatio n of the manner in which Sakar at that time regarded the position of Salim with respect to Abu Musa.

Further, if Sakar now asserts (Annex 5 of British Memorandum) that he voluntarily assigned the rent of 250 French reals to Salim, in order to raise his income to the amount previously promised or to a little over that amount, that is an *ex parte* statement for which there is no proof, and which is inconsistent with facts that will be considered below (pp. 6 *et seq.*).

* The sentence "the lease has remained up to now" is also important in another connection. It can only mean that the lease has not yet expired. There is no mention here of a necessity for the recognition of the agreement by Sakar or of a right of Sakar to terminate it; while in his letter of February 22, 1908, he says: "I did not repudiate it, and saw nothing objectionable in it, and so I acquiesced in it." (Annex 5 of British Memorandum.)

The circumstance that Sakar used to send his cattle to pasture on Abu Musa would not be inconsistent with Salim's ownership of the island, for, as may be gathered from Major Cox's account (Annex 6 of British Memorandum), this may very well be a privilege of the reigning Sheikh of Shargeh, a kind of servitude to which the private property in the island is subject.

In this connection mention may be made of another circumstance which has an important bearing on the question of the ownership of Abu Musa. As stated above the arrangement of 1889 was preceded by other agreements respecting the pecuniary compensation to Salim, and in order to increase his pension, which had been reduced to 400 dollars, the revenue of the Island of Sir Abu Nuair, estimated at 200 dollars, was assigned to him. Now if the revenue of an island was to be given to Salim would it not have been natural to give him that of the Island of Abu Musa, which he could have checked, and, if necessary, collected himself, since he resided in the island? Of course, if Abu Musa was already Salim's property this expedient could not be adopted.

The objections raised in the British Memorandum to Salim's ownership of the Island of Abu Musa having thus been refuted, and attention having been called to certain points which indirectly support the contention that he was the owner, reference will now be made to certain circumstances which constitute direct evidence of Salim's ownership.

Salim has always exercised the right to wreckage on Abu Musa. In 1898 a boat belonging to Hassan Samaih grounded on Abu Musa. Salim claimed part of the cargo on account of his right to wreckage, but finally withdrew this claim in consequence of the intervention of Abdallatif, and informed the latter of his decision in a letter of the 23rd March, 1898 (29 Shavval, 1315).* Salim here speaks of the "right belonging to *us*"† and of "*our* Island of Abu Musa."

Further, a boat belonging to Abdallah Muhammed Hassan Alkhadja, a merchant of Lingah who had for many years carried on an active trade with the Oman coast, grounded on Abu Musa about seven years ago, and Salim, not Sakar, took possession of the boat and cargo as wreck. The question of the sum to be paid to Salim or the proportion of the cargo to be kept by him afterwards formed the subject of long negotiations with Salim, which Hassan Samaih and his son Abdallah conducted on behalf of Abdallah Muhammed.

Sheikh Salim concluded two lease agreements respecting the oxide mines: the first on the 6th April, 1898 (14 Dulkade, 1315),‡ the second on the 10th April, 1898 (18 Dulkade, 1315).§ The first was expressly cancelled by the second. Neither contains any reference to the regency or representation.

On the other hand, the first agreement contains the passage: "So long as I, my children, and my brothers live no one shall have a right to raise objections to it (*i.e.*, the lease)." This clearly expresses that Salim regarded himself as the owner, since he speaks of himself and his heirs, which would be impossible if he had only been acting as the representative of Sakar. If the lease agreement had been concluded in Sakar's name, Salim could not have declared that no one (including, therefore, Sakar) was to have a right to raise objections, and, moreover, there would have been no sense in mentioning Salim's heirs in the agreement.

In the second agreement Salim further secured for himself an annual payment of 100 French reals for the trade in mother-of-pearl and canary seed. Salim has always levied this sum from the lessees as well as the rent. In the document of the 19th August, 1898 (1 Rebi-ul-Tani, 1315; Annex 3 of first German Memorandum), in which Sheikh Sakar announces his entry into the mining company, *he expressly undertakes to pay a proportional part of the mother-of-pearl due.* This is absolutely inconsistent with Sakar's assertion that he had granted to Salim *only the rent of the oxide mines*, and at the same time shows that Salim had a right to the enjoyment in his own name of all sources of profit to be derived from Abu Musa, and that he could exercise this right even as against the reigning sheikh.

Another circumstance of particular importance in connection with the question as to which of the two sheikhs is the owner of Abu Musa is, that on the 26th December, 1898 (12 Shaban, 1316),‖ that is long after Sakar had returned and Salim's regency had come to an end, Salim leased to Hassan Samaih, Abdallah, and Isa all the deposits

* Annex 6.

† The first person plural is used in Arabic indiscriminately for the first person singular. Salim nearly always uses the plural in the Arabic text of his letters and documents.

‡ Annex 7.

§ Annex 8.

‖ Annex 9.

of mica on Abu Musa. The lease is for a term of five years, and a total sum of 1,500 French reals is to be paid for it. In the document Salim expressly speaks of "our Island of Abu Musa."* The price of the lease was paid to Salim by bill.

On the 6th January, 1899 (23 Shaban, 1316),† Abdallatif sends to Hassan Samaih the draft of a Memorandum of Association respecting the working of both the oxide and the mica mines.‡ In sending it he observes that Sakar has seen the Memorandum, and wishes to have a copy of it.§ Sakar, therefore, knew the terms of the agreement about the mica mines, and knew that the rent was paid to Salim, but he had no objection to make to the arrangement.

If Salim has no right of any kind to the island, and if Sakar allows him to have the revenue from the oxide concession simply out of liberality, how is it that Salim of his own authority lets the mica deposits and takes the rent before Sakar's very eyes, and without protest on his part? This rent of 1,500 French reals was a very considerable sum to the Sheikhs Salim and Sakar, who are by no means rich. Would Sakar have given up such a sum to Salim, if he had had the least vestige of a right to it, without saying a word about this renunciation in his letter of the 22nd February, 1908, while he lays stress on his alleged grant of the 250 reals from the oxide mines as an act of particular generosity on his part, and cites it as evidence of his ownership of Abu Musa?

In the document relative to the mica mines there is also a stipulation of importance to the effect that the lessees and their employés may cut down keshkeshuh trees, but no other trees. This provision, too, is evidence that Salim disposes of the island as owner.

Another document which is of importance as bearing on the question of ownership and which is connected with the mica concession, is the letter addressed by the British consular agent Abdallatif to Hassan Samaih on the 12th November, 1898 (27 Djumada II, 1316),‖ that is about a month and a-half before the conclusion of the agreement respecting the mica mines. Abdallatif and Hassan Samaih were at that time negotiating with Salim both in regard to this concession and also in regard to another concession for the exploitation of the salt and copper on the Island of Sir Abu Nuair. Abdallatif writes that a dispute has arisen between Salim and Sakar in regard to Sir. He says that Sakar proposes to conclude the lease agreement in his own name, and only allow Salim a share of the profits, an arrangement which does not satisfy Salim. So that Salim must have some reason for considering that Sir also belongs to him. In any case the question is not settled, and the cautious Abdallatif, who has an accurate knowledge of the circumstances, postpones the matter until the two sheikhs shall have settled the point between them. While Abdallatif is unwilling to conclude an arrangement about Sir because Sakar raises a claim to the island and Salim's right to it is disputed (the Sir concession was never granted), he has no hesitation in concluding an agreement with Salim about Abu Musa. Surely he would not have done this if he had had the slightest doubt of Salim's title, more especially as there was already a dispute respecting Sir. Moreover, Sakar, who, as shown above, was aware of the terms of the mica concession, would certainly have tried in this case, as in that of Sir, to make good his real or alleged rights, especially as a sum of 1,500 reals, a not inconsiderable amount for him, was involved. If he did not do so, that is evidence that he had no doubt himself that Salim was the owner of the island.

The facts given above are clear evidence that the Island of Abu Musa is the private property of Sheikh Salim. This conclusion is supported by the opinion prevailing among the most respectable natives on the point in question.

The merchant, Abdalmuhsin-ibn-Ahmed Almushari, who has had an intimate acquaintance with the affairs of the Pirate Coast for many years; the merchant, French consular agent, Abdarrahman-ibn-Muhammed-ibn-Kazim, who has permanent trade connections with Shargeh; as well as Hamd-ibn-Khalifa Al'uyuni, merchant and agent of the Sultan of Muscat—all three residents of Lingah—have declared in writing that to their certain knowledge Abu Musa has always been, and still is, the free property of Salim.¶ The two last-mentioned have also assured the Imperial vice-consul at Bushire orally that everyone who has any knowledge of affairs on the Arabian Coast knows this as well as they do.

* Annexes 1, 2, 10, to 12.

† Annexes 13 and 14.

‡ For further particulars respecting the Memorandum of Association, see pp. 14 *et seq.* below.

§ At this time Sakar was still a partner in the Company.

‖ Annex 15.

¶ Annexes 16 to 18.

But even if it be possible to doubt Salim's right to Abu Musa as its formal owner according to European legal principles, it cannot be questioned that he exercised, with the consent of the reigning sheikh, and even as against him, the full right of disposal of the usufruct, just like an owner.

The English view, indeed, is that Sakar is the owner of the oxide mines, and that Salim concluded the lease agreement respecting them as his representative only. But even in that case Sakar had no right, from the point of view of private law, to terminate the agreement of his own motion.

The lease agreement of the 10th April, 1898, states expressly that the lease shall run for so long as the lessees "have an interest in the aforesaid mines." So that the lessees only are to have the right to terminate, and not the lessor.

It will be seen that this was the intention of the parties if the first lease agreement, dated the 6th April, 1898, is referred to for comparison. In this agreement, which was concluded only with Hassan Samaih and his son Abdallah, the right of working the mines is given to the lessees for so long as they find oxide, but for not longer than twenty years, with the proviso that they can terminate the agreement at any time on paying one year's rent. Here already a long term was agreed upon for the benefit of the lessees. Thereupon Abdallatif's son Isa was received as a partner, and the new lease agreement of the 10th April, 1898, was drafted by Abdallatif. The oxide business was at that time considered very profitable. The lessees, and especially Abdallatif, therefore wished to secure it for as long as possible. Accordingly the stipulation of a definite term of years was omitted in the second agreement. And in order to exclude any possible doubt as to the bearing of the two agreements upon each other, it was expressly laid down in the second agreement that any agreements previously concluded were to be considered null and void and that the second agreement alone was to be binding. Apart from the fact that it is the universal practice in that region, and a common practice in other parts of the world, to insert such a clause in agreements of this kind, the clause in this case serves the practical purpose of invalidating, *expressis verbis*, the provisions of the former agreement. But the lessees would certainly not have consented to an alteration of the first agreement if their rights had thereby been diminished.

The history of the origin of the final lease agreement accordingly shows clearly that it was the intention of the parties *that the lessor should be permanently bound, while the lessees should be at liberty to terminate the agreement.* This intention has been expressed in the agreement in a manner that cannot be misunderstood.

How, in spite of the clear wording of the two agreements, it can be said that there is no real lease agreement, but only "a mere permit to the partners terminable on either side at any time," is as difficult to understand as the attempt to draw from the right of the lessees to terminate the agreement and from the clause cancelling previous agreements the conclusion that the lessor had also reserved to himself the right to terminate the contract. These conclusions are certainly not supported by the documents bearing on the matter.

It appears from one of Sakar's letters to Hassan Samaih (Annex 12 of the first German Memorandum) that one of the considerations which chiefly induced Sakar to take steps against the company of lessees was the idea that he would suffer loss in consequence of the agreement of the lessees with Wönckhaus. In connection with the other pretexts brought forward by Sakar in his various letters to Hassan Samaih, it may be conjectured that here, too, we have to deal with an apprehension on the part of Sakar which belongs rather to the realm of politics, and which will be discussed later (pp. 17, 18), namely, that the agreement with Wönckhaus might tend to bring about the gradual separation of the Island of Abu Musa from the dominions of the sheikh. The British Memorandum gives a different explanation of this matter, and states in justification of Sakar's attitude that, in view of the rise of the price of oxide in the market, his pecuniary interest in the mines was not properly safeguarded by the rent of 250 reals fixed for an indefinite time. In other words, Sakar cannot recognise the lease agreement any longer if the other party makes large profits in consequence of the rise of market prices, while he (as lessor) has to be contented with the rent; the lessor is therefore bound by the agreement only so long as the lessee does not make considerably more than the amount of the rent.

It may be that Sheikh Sakar's ideas of the limits of legality and violence are somewhat undeveloped, and that he considers himself bound by agreements only so long as he profits more by them than the other contracting party. If, however, he were allowed to put such ideas into practice it would involve the admission that Europeans or the protégés of European Powers have no rights whatever in the territory

of an Arabian sheikh, and that it is permissible for the latter to act as he pleases without regard for good faith or legality. During the long years when the company was working at a loss he did nothing. Now, when there is a prospect of more profitable business for the future, he discovers that the rent is not sufficient. If Sakar wished to participate in the gains of the company, he ought to have retained his share in the company and borne a proportional part of its losses.

Surely the object of the agreement between Wönckhaus and the company of lessees is, on the one hand, to make the purchaser of the oxide independent of the fluctuations of the market and insure his obtaining a certain quantity at a fixed price, and, on the other hand, to enable the working company to count with certainty upon selling a definite quantity and obtaining a certain income. Supposing that the market value of oxide fell below the price agreed upon between Wönckhaus and the company of lessees, this would, according to Sheikh Sakar's ideas of justice, give the German firm the right to declare: "As in these circumstances the mining company is earning money while we are losing, we consider the agreement as no longer valid."

From the legal point of view, the question whether, assuming that Sakar is the lessor, he is able to terminate the lease agreement because the lessee has begun to earn money and the rent does not appear sufficient to him, Sakar, is one that cannot be discussed seriously. The point has been examined here only in order to show the weakness of the position taken up by Sakar.

On the question of the termination of the lease agreement opinions* have been obtained from the leading merchants† at Lingah and Bussorah, and from the most important clergy‡ at Lingah, Shargeh, and Debai,§ who have given their views on the matter from the point of view of commercial law and from that of religious law. The reference was made in the form usual in that region, the agreement in question being submitted to them in copy, together with certain questions in writing, and their opinions being given without a detailed statement of the legal grounds on which they were based.‖

All the opinions come practically to the same conclusion. The legal construction of the case is, however, not the same in commercial law as in religious law.

According to commercial law, the lease agreement is valid: the lessor cannot terminate it so long as the lessees "wish to keep" the object leased in accordance with the agreement. The agreement could only be terminated by amicable arrangement, since the lessor was not forced to sign it, but did so of his own free will.

According to religious law the lease agreement is invalid, because a consideration was stipulated for the use of the mines, while oxide and similar minerals lying on the surface are the common property of all Mohammedans, and the lessor has accordingly conferred a right which he did not possess. But any person who discovers or works the mines thereby acquires the right to exploit them, and is at liberty to dispose of the produce as he chooses. Sheikh Salim or Sheikh Sakar, whichever of them is to be considered the lessor, has no claim to the rent, and Hassan Samaih or the company of lessees has, by working the mines, acquired a right to them. The Ruler of the territory cannot dispose of the mines, and he cannot prevent the person who has acquired them by working them from exercising his right.

So that both the commercial law and the religious law forbid the lessor to terminate the agreement, the latter absolutely, and the former on the assumption that the lessee acts in accordance with the terms of the agreement. This has been done. The rent has been paid regularly. The sale to foreigners is not a breach of the

* Annexes 19 to 24.

† Some of the Lingah merchants come from the Oman coast, have branches or agents there and have for many years been doing a very active trade with the places on the Oman coast; they have therefore an accurate knowledge of the mercantile customary law there.

Among the opinions is that of Abdallah Muhammed Hassan Alkhadja, a man who, on account of his experience and reputation, is a recognized arbitrator in commercial matters, whose opinion is asked for by Persians and Arabians of the Persian and Arabian coasts as far as Bahrein, and to whose decisions they willingly submit.

‡ Among the religious opinions are those of Muhammed Mahdi-ibn-Abdallah and Yussuf-ibn-Muhammed-ibn-Abdallah, judges at Lingah.

§ Annexes 25 to 31.

‖ To the clergy at Shargeh and Debai was submitted a fictitious agreement, the contents of which were in harmony with the agreement of April 10, 1898, in which only the names of persons and places were changed, and dates were spoken of instead of mother-of-pearl, and "mines" mentioned instead of "oxide mines."

In obtaining opinions it is usual in the Persian Gulf to submit fictitious agreements whenever it is desired to conceal the names of persons and things, and so obviate the possibility of the referee being influenced.

agreement, since it is not forbidden by the agreement; indeed, it is expressly contemplated in the Memorandum of Association (pp. 14, 15), which will be mentioned further on, with the consent of Sakar as at that time a shareholder.

Accordingly, neither Sakar nor Salim has a right to terminate the agreement.

(B.)—The Position of Sheikh Sakar with respect to the Company of Lessees from the point of view of Public Law.

As observed in the British Memorandum, the reigning Sheikh of Shargeh is the absolute ruler of his country. The final appeal is accordingly to him in all matters concerning the political administration of his country. The British Memorandum further remarks that the principal object of Sakar was to administer justice as between the partners of the company on the strength of his "sovereign rights of jurisdiction." In connection with this point, the question must be considered as to whether Sakar had authority to decide as judge the dispute between the partners of the mining company, and whether the decision arrived at was justified by law, or whether he had power to cancel the lease at his discretion in the interest of the administration of the country.

1. *Could Sheikh Sakar cancel the Lease Agreement by a Judicial Decision?*

Sheikh Sakar bases his letter of the 22nd February, 1907 (9 Moharrem, 1325) (Annex 12 of the first German Memorandum), in which he informs Hassan Samaih of the cancellation of the lease agreement, on a complaint made to him by Isa of the conclusion of the agreement with Wönckhaus, of which Isa did not approve and about which he stated he had not been consulted. In consequence of the representations made by Hassan Samaih, Isa's complaint is again referred to in the second decision, dated the 26th March, 1907 (14 Safar, 1325) (Annex 16 of the first German Memorandum).

Sheikh Sakar himself very wisely does not anywhere state that he wished to play the part of a judge, for according to Mohammedan public law it is impossible for the Sovereign to assume the functions of a judge. A judgment can only be given by a judge appointed by the Sovereign. But the following further objection may be taken to the view adopted in the British Memorandum: if Sakar is the owner and lessor of the mines, as maintained in the British Memorandum, that circumstance alone is sufficient to preclude him from being a judge in this matter. It is, moreover, surprising that the British Government, as must be inferred from the Memorandum, should admit the jurisdiction of a sheikh on the Pirate Coast over British subjects, and that, too, in a case where the defendant Hassan Samaih resides, not in Shargeh, but at Lingah, in Persian territory, and therefore in the judicial district of the British consulate-general at Bushire, while the company itself has its head-quarters and domicil for judicial purposes at Lingah, so that the principle, *actor sequitur forum rei*, which is generally so strictly followed in the East, would appear to have been dropped in this case. But assuming that Sheikh Sakar had taken upon himself to act as judge in his own case, in spite of such a course being contrary to the principles of Mohammedan public law, it still remains to consider the further question whether his decision, *i.e.*, cancelling of the lease agreement and withdrawal of the mines, was in itself legally admissible.

Isa complains that Hassan Samaih has concluded the agreement with Wönckhaus and in doing so has exceeded his power, and he is afraid that his interests in the company will be injured by this agreement. It would have been the duty of the judge to consider whether in concluding this agreement Hassan Samaih did really exceed his powers, or whether, if he had authority to conclude the agreement, its conclusion had, nevertheless, injured the other shareholders. If the judge found for the plaintiff, the judgment could only be either to the effect that the agreement had been concluded by an unauthorised person and was, therefore, not binding on the company—in which case the question of the amount of compensation to be paid to Mr. Wönckhaus would have had to be settled between the latter and Hassan Samaih—or to the effect that, although the agreement had been properly concluded and the company were bound to carry out its stipulations, Hassan Samaih was liable to make good to the other shareholders the damage thereby entailed on them.

It may be admitted that a construction of the case in question according to the rules of European logic cannot be expected as a matter of course from an Arabian sheikh, and that is why—apart from other considerations—such a sheikh is not usually allowed to pronounce a judgment where the subjects of a European State are concerned. But what one is justified in expecting is that the judgment even of an Arabian sheikh shall not violate natural justice as it has been violated in the present case. The dispute between the shareholders is not about the mines themselves, but entirely about a question of the administration of the company, the question, namely, whether a certain individual partner had authority to perform a certain legal act and whether this legal act was in the interest of the whole body or not. And what does the judge do? He, who is being appealed to by one party to protect its rights which are believed to be threatened, and who ought to guard the interests of both plaintiff and defendant, doing justice between them impartially, does violence not only to both parties but also to the remaining shareholders who are outside the dispute, simply taking away from the company and putting in his own pocket the whole valuable object in connection with which the company was founded and in which he alleges that he has himself a financial interest which is not being duly satisfied. That was an arbitrary act of the worst kind.

If, nevertheless, the British Memorandum says: "In no sense of the word does the conduct of the sheikh appear to have been illegal," and if this is intended as a defence not only of the manner in which Sheikh Sakar carried out his decision, but also of the admissibility of the decision itself, this line of argument becomes intelligible only when it is remembered that the Memorandum starts from the assumption that Hassan Samaih's proceedings were culpable. The argument of the British Memorandum, so far as this question is concerned, is as follows:—

"It is clear that an agreement of such scope as that concluded between Hassan Samaih and Mr. Wönckhaus ought to have been previously laid before all the parties interested. That was not done, and at least two of the partners did not give their consent to the agreement. But Hassan Samaih had no right to conclude the agreement without the knowledge of the other partners, for he was not the manager. Therefore Isa's complaint was well founded."

The Imperial Government, however, maintain that the partners did, as a matter of fact, sanction the agreement between Hassan Samaih and Mr. Wönckhaus, but that this sanction was not really necessary, as Hassan Samaih is the manager of the company.

With regard to the question whether the partners approved the agreement, the following persons are concerned besides Isa: Nedjef, son of the former partner Nakhoda Ali Ahmed Salih, of Bunder Abbas, and Malcolm, of Bushire.

Nedjef asserts in his letter to Lieutenant Gabriel, British vice-consul at Bunder Abbas, of the 16th February, 1908 (Annex 18 of the British Memorandum), that he did not give his sanction to the agreement, and did not sign it. With regard to this it must in the first place be pointed out that it is disputed that Nedjef was a partner. The matter stands thus: his father, Nakhoda Ali, as is clearly shown in the agreement regarding his entry as a partner (Annex 2 of the first German Memorandum), had a share on the strength of his engaging to superintend the work at the mines, without putting capital into the concern. This partnership was accordingly connected with personal services, and therefore ceased when those services came to an end, that is, at Nakhoda Ali's death. That at any rate, was formerly Abdallatif's view, as is clearly shown by the latter part of his letter to Hassan Samaih of the 23rd June, 1905 (19 Rebi II, 1323).* This view is shared by Hassan Samaih and Abdullah, and the former energetically denied to the Imperial vice-consul at Bushire that he had ever recognised Nedjef as a partner. That Nedjef's father was not really a partner, but only an employé of the company with a share in the profits, is especially clear from the fact that he did not take part in the reception of Sheikh Sakar into the company, and that it was not considered necessary for him to sign the document on the subject (Annex 4A of the first German Memorandum), although it was not a case of a simple transfer of a share already existing, but of the creation of a new share, and therefore the diminution of the rights of the remaining partners. Whatever decision may be arrived at on the question of Nedjef's partnership, a question which will have to be settled amongst the partners themselves, it is certain that Nedjef on several occasions expressed to third parties his approval of the proceedings of Hassan Samaih, and that therefore no credence can be given to his assertions in the letter of the 16th February, 1908, referred to above. In particular, at the end of November 1907, at Bunder Abbas, he said to Abdallah, son of Hassan Samaih, in the presence of the dragoman of the Imperial vice-consulate at Bushire, that he entirely approved of the agreement with Wönckhaus, and of everything else that Hassan Samaih did, and that he regarded him and honoured him

* Annex 32.

as a second father." Moreover, when the British subject Brown, of the firm of Robert Wönckhaus and Co. was temporarily at Bunder Abbas in March 1908, Nedjef offered to sell him his (or rather his father's) share in the mining company: at the same time he stated that he entirely approved of the agreement for the supply of oxide concluded between Hassan Sumaih and Mr. Wönckhaus. Mr. Brown decided not to buy the share only because he knew that Hassan Sumaih, Abdallah, and Abdallatif disputed Nedjef's partnership. Mr. Brown has made a declaration, the truth of which he is ready to confirm by an oath,† in regard to this incident. It would therefore appear that the statements made by Nedjef in his letter of protest of the 16th February, 1908, denying his approval, which letter was communicated to Lieutenant Gabriel a month before the offer to Mr. Brown mentioned above, are not in accordance with the facts. Otherwise they would have to be considered as retracted by the statement made by Nedjef to Mr. Brown a month afterwards to the effect that he entirely approved of the agreement with Mr. Wönckhaus for the supply of oxide.

No objection to the agreement with Wönckhaus was raised by the British protégé T. J. Malcolm, of Bushire, of whom the British Memorandum only says that the lessees had "engagements" with him, while as a matter of fact he had entered the company two years after the conclusion of the lease agreement and paid capital into it once, being the only partner except Hassan Sumaih who has paid in any. In the British Memorandum it is made a matter of reproach to Hassan Sumaih that, in reply to Malcolm's letter of the 26th June, 1906, asking for a copy of the agreement, he, in the first place, answered on the 13th July, 1906, that the agreement was drawn up in German, and that in a later letter, dated the 14th October, 1906, he again declined to supply a copy on the ground that Mr. Wönckhaus had asked him not to say anything about this business (Annexes 13, 14, of British Memorandum). No doubt Hassan Sumaih might not to have made use of the excuse that the agreement was in German; but his anxiety to keep the terms of the agreement secret as long as possible, and especially not to communicate them to the firm of A. and T. J. Malcolm, is explained by business considerations. For Malcolm was a competitor, since his firm of A. and T. J. Malcolm is an agent for, and a shareholder in, the British firm of Strick and Co., in whose hands the Ormuz oxide trade is. Hassan Sumaih had put his whole fortune of about 100,000 rupees into the Abu Musi oxide concern, which had so far been run at a loss, and which he now hoped would at last improve in consequence of the agreement with Mr. Wönckhaus. He saw a great danger in the agreement getting to be known too early. Subsequent events have shown how well-founded his apprehension of further difficulties was. Although Hassan Sumaih did not send Malcolm the copy of the agreement in the first instance, he nevertheless, in his letter of the 13th July, 1906, communicated to him all that was of importance in it, as is seen from Annex 13 of the British Memorandum: in particular he did not, as alleged in the British Memorandum, omit to answer the question whether other European firms could make similar agreements, but said straight out: "We can therefore make no other contract." In his reply of the 30th October, 1906 (11 Ramadan, 1324),‡ Malcolm says he will see whether it would be possible to sell the red oxide at a higher price or to get better terms, or whether, if it were found possible to obtain a higher price, the agreement could be cancelled or not. He further expressly states: "If we are not sure of getting a higher price, we shall not get the former agreement cancelled." In other words, Malcolm would have liked to get a higher price and better terms, and if he found he could get such he would have liked either to come to an arrangement with Mr. Wönckhaus as to other terms, or if he (Malcolm) was able to obtain them from another party, to persuade Mr. Wönckhaus to allow the agreement to be cancelled by amicable arrangement. It follows from this, however, that he considered the agreement as perfectly valid in itself. When Malcolm, later on, received a copy of the agreement, he said no more about it, and accordingly acquiesced in it.

It appears from a letter addressed by Abdallatif to Hassan Sumaih, on the 23rd June, 1905 (19 Rebi II, 1323),§ and a letter from the latter to Abdallatif of the 15th October, 1905 (15 Shaban, 1323), (Annex 9 of the first German Memorandum) that at that time a considerable quantity of oxide was already being sold to Mr. Wönck-

* The Imperial Dragoman, Mirza Abdul Hussein, was on that occasion on his way to Shargeh accompanied by Abdallah, and had to wait at Bunder Abbas for the steamer to Shargeh. He has declared officially that during the conversation between Abdallah and Nedjef he simply listened and made no attempt to influence Nedjef. He says that Abdallah, too, used no persuasion with Nedjef, and that the latter expressed his approval entirely of his own accord.

† Annex 33.

‡ Annex 31.

§ Annex 32.

haus, and that it was proposed to supply oxide to Wönckhaus at a fixed price annually. As the correspondence shows, Abdallatif agreed to this. After the conclusion of the agreement of the 1st June, 1906, with Mr. Robert Wönckhaus for the delivery of oxide, Hassan Sumaih communicates the fact to Abdallatif on the 11th June (18 Rebi II, 1324), and at the same time informs him of the substance of the agreement (Annex 11 of the British Memorandum). In his reply of the 14th June, 1906 (21 Rebi II, 1324),* which has now become of importance, Abdallatif openly expresses his satisfaction at the conclusion of the business, and the hope that better times are coming at last which will compensate for the sacrifices and disappointments of the past. The whole letter has evidently been written in a mood of relief, and furnishes indisputable evidence that Abdallatif gave his consent to the conclusion of the agreement. It is true that in this letter he again shows the sceptical spirit of a person who is experienced in affairs, and who therefore cannot feel any satisfaction without at the same time having fears of future difficulties; he gives a warning against the conclusion of an agreement which would be equivalent to a lease of the mines or might give rise to difficulties which might conjure up the interference of more powerful persons. This is the meaning which must be attached to the letter when considered impartially.

The German and the English translation (Annex 12 of the British Memorandum) of this letter correspond almost word for word. In particular the English translation too makes it impossible to doubt Abdallatif's absolute concurrence in the agreement with Mr. Wönckhaus. The passages in the English translation which bear on the point are the following:—

"Very good; I hope it is auspicious. It will be good fortune after trouble. In any case, our brother Abdullah must reach there to supervise the work, because I think the operations cannot be regulated without him. . . . . At any rate, I am glad to hear this news, if we are safe from this world's tricks more than before."

When the British Memorandum says: "Abdallatif comments upon the transaction in guarded language," it is adopting an interpretation which entirely ignores the passages just quoted, and gives disproportionate weight to the following sentence which is in very general terms:—

"Please, however, refrain from entering upon any arrangements whatever in the nature of leases or deeds of contract from which there will arise difficulties and quarrels which will lead to complaints and claims . . . ."

After all, any agreement may lead to difficulties and quarrels, which cannot be foreseen. But even if we go so far as to see in this sentence a condition which Abdallatif wishes to attach to the consent which he has already given, the condition that is, that the agreement must not be a kind of lease, it must be said that this condition is completely fulfilled, for the agreement with Mr. Wönckhaus is simply a contract for delivery and not a lease contract.

It is not till about four months later that Abdallatif, in a letter dated the 3rd October, 1906 (14 Shaban, 1324), begs Hassan Sumaih to send him a copy of the agreement with Wönckhaus (Annex 7 of first German Memorandum). The reason for this is not that doubts have now suddenly arisen in Abdallatif's mind in regard to the agreement, but simply that "the consul" would like to see the agreement.†

On the 16th December, 1906 (27 Shaval, 1324), Hassan Sumaih complies with this request (Annex 15 of British Memorandum).

On the 23rd January, 1907 (8 Dulhidje, 1324),‡ Abdallatif replies that his son Isa is not satisfied with the agreement, because he was not asked his opinion and because he fears that difficulties may arise from the business connection with foreigners. He also reproaches Hassan Sumaih for having exercised his own discretion in entering into the engagement, whereas he surely ought not to have bound himself without consulting the other partners. He goes on to say: "It is better to try to cancel the agreement than to do as he (the German) wishes."§ The fact that Abdallatif only blames the inde-

* Annex 35.

† In the circumstances this can only mean the *British* Consul, with whom Abdallatif, as consular agent, is officially connected.

‡ Annex 36.

§ It is noticeable that Abdallatif allows more than a month to pass—he received the letter on December 21, 1906, as appears from the letter of March 27, 1907—before he sends the answer, whereas previously when Hassan Sumaih informed him of the conclusion of the agreement only three days elapsed between the date of dispatch of this communication and the date on which he sent off his reply concurring. Thus we evidently have not here a spontaneous decision of Abdallatif founded entirely on his examination of the terms of the agreement.

pendent action of Hassan Samaih points to the conclusion that he does not dispute the legal validity of the agreement, and this is made quite clear by a consideration of that short passage in the letter which deals with the question what is to be done now. Abdallatif simply advises that an attempt should be made to cancel the agreement. The British Memorandum translates the passage in question as follows:—

"The nullification of this agreement is better than its acceptance,"

and explains that the phrase "is better" is a euphemism, common in the Arabic epistolary style, expressing a definite decision.

In view, however, of the two enclosed opinions,* which, while differing in details, in the result arrived at entirely support the view of the Imperial Government, the latter must adhere to their contention that the meaning of the passage in question can only be that the *attempt* should be made *to cancel the agreement*. But this assumes that the agreement is legally valid. In giving this advice, Abdallatif himself admits that the agreement has legal force. Furthermore, Abdallatif in his next letter, dated the 27th March, 1907 (12 Sefer, 1325),† again admits that he originally, that is in his letter of the 14th June, 1906 (21 Rebi II, 1324), concurred in the agreement. It is not easy to understand how the British Memorandum can come to the opposite conclusion, when, even in the translation of the letter there printed (Annex 17 of the British Memorandum), we find the passage:—

"I sent you back in answer, dated the 21st Rebi II, 1324, *which purported to convey acquiescence*. . . . ."

The facts cited above show that Nejef—if, indeed, he is to be considered a partner at all—as well as Malcolm and Abdallatif, the latter as the representative of his son Isa, declared their approval of the conclusion of the agreement between Hassan Samaih and Mr. Wönckhaus. Of course, the legal position is not affected by the circumstance that Nejef and Abdallatif subsequently denied that they had given their approval, or by the fact that, in particular, Abdallatif, after he had procured a copy of the agreement for the British consul, changed his mind about the agreement.

But, apart from this, the Imperial Government are, moreover, of opinion that there was no necessity for Hassan Samaih to obtain the concurrence of the other partners, as he was the manager of the company.

The circumstances of locality, apart from anything else, made it absolutely necessary that one of the partners should be authorised to represent the company alone in dealings with other persons, and to bind the company by his acts without the previous approval of the other partners. Isa lives at Shargeh, Malcolm at Bushire, Nejef—assuming that he is a partner—at Bunder Abbas, Hassan Samaih at Lingah. From Lingah to Bushire and from Bunder Abbas to Lingah there is a weekly post, from Bushire to Lingah and from Lingah to Bunder Abbas only a fortnightly post. Postal communication with Shargeh has only been established within the last few years; at the time when the company was founded there were only sailing-boats available for the journey, which took from three to ten days, according to the weather, to reach Lingah from Shargeh. Telegraphic communication is entirely wanting on the Oman Coast; the telegraph station on the Island of Henjam can be reached from Lingah by sailing-boat in from two to four days; the conveyance of a telegram from Henjam to Lingah takes the same time. How is it possible to imagine a properly conducted business with such bad means of communication if the managing partner, before concluding a business transaction, has to ask the opinion of three people living respectively at Shargeh, Bushire, and Bunder Abbas, await their replies, perhaps answer objections, modify certain provisions in accordance with the wishes of one of the partners, and then again refer to the others for their sanction of the modifications?

This state of things being duly taken into consideration, a Memorandum of Association was agreed upon in which the rights and duties of the manager are regulated with some detail.

In a letter dated the 6th January, 1899 (23 Shaban, 1316),‡ Abdallatif sent the Memorandum of Association, which he had himself drawn up, to Hassan Samaih at Lingah, and requested that all the partners there, *i.e.*, Hassan Samaih, Abdallah, and Nakhoda Ali, would sign it and then send it back. In sending it he observes that Sheikhs Salim and Sakar have seen the Memorandum, and that Sakar has asked for a copy, which shows that Sakar, too, approved of the Memorandum.

Hassan Samaih, Abdallah, and Nakhoda Ali signed the Memorandum, added an

* Annexes 37 and 38. † Annex 39. ‡ Annexes 13 and 14

additional article, No. 6, providing for the purchase of four large and four small boats at the expense of the company, and sent the altered Memorandum to Abdallatif, Hassan Samaih keeping a copy.

On the 21st January, 1899 (9 Ramadan, 1316),* Abdallatif wrote that he had shown the Memorandum to Isa and Sakar,† but that they had not agreed to the engagement of eight boats for the service of the company. No other objections were raised, which is quite natural, as the remainder of the Memorandum had been drafted by Abdallatif himself, and had already been agreed to by the partners living at Shargeh. As Hassan Samaih at once replied that he and the two other partners at Lingah consented to the cancelling of the boats, all the partners were now in agreement as to the contents of the Memorandum of Association. No fresh copy of the Memorandum was made, and none was necessary, since the correspondence which had passed showed that all had approved of its contents. In consequence of the adoption of this new Memorandum of Association, the older provisions not in harmony with it, which were agreed upon when Nakhoda Ali joined in May 1898, of course ceased to be in force. The arrangements made at that time for working together, however, had reference only to the collection of mother-of-pearl. (Annex 2 of the first German Memorandum.)

Now, according to Article 1 of the Memorandum of Association, Hassan Samaih is to be the foremost, *i.e.*, the leader, in the necessary negotiations with the foreign‡ merchants for the exploitation of the mines; he will sign "Hassan-ibn-Ali and Company," and will explain to the partners how the negotiations and sales undertaken by him in connection with the different mines stand.

Hassan Samaih, then, *carries on the negotiations; he alone has authority to sign for the firm, and consequently to conclude for it.*§

Externally, too, the circumstance that the firm is called after him only, and that the remaining partners are collectively represented by "and Company," goes to show the prominent position which he occupied in the company.

Hassan Samaih *is* simply *to* keep the partners informed of what is going on, letting them know of the negotiations and of the *sales concluded*. It would be impossible to express more clearly than is here done that Hassan Samaih is the sole manager of the company, and that he is the person who is particularly authorised *to conclude the sales with foreign merchants without being bound to secure the co-operation of the remaining partners.*

That this is the meaning of article 1 is, moreover, shown with particular clearness by the circumstance that, in the articles which follow, those cases are expressly mentioned in which *the concurrence of the other partners is on each occasion necessary.* The principle observed is quite clear: in the case of transactions which are intended to bring in revenue to the company, and which often necessitate a rapid decision, as, for instance, the conclusion of sales, the manager acts quite independently; but where it is a case of spending money for the company and throwing a burden on the individual partners, their concurrence must first be obtained.

Hassan Samaih, as a matter of fact, always availed himself of his powers as manager from the time that the company was founded, and this is shown by a number of the letters in the annexes *inter alia*. He concluded sales independently, amongst others, previously with the firm of Wönckhaus and Co., he kept the company's books, and signed with the signature of the firm. The post delivered to him all letters addressed to the firm. The other partners raised no objections to these proceedings, and even if the above-mentioned Memorandum of Association did not exist, one would be justified in concluding that the partners concurred in his acting as manager from the fact that he occupied the position for many years without opposition. But there are further proofs that Hassan Samaih was always recognised as manager.

When on one occasion difficulties arose in connection with a sale of oxide, and Hassan Samaih asked Malcolm for advice, the latter answered, on the 2nd February, 1901 (12 Shawal, 1318),‖ that he, Malcolm, could not do anything, although he was a

* Annex 40.

† The communication of the Memorandum to Sakar is explained by the fact that at that time he was still a partner.

‡ In the Arabic text the word "elecjnebiye,"—"foreign"—is used.

§ In the British Memorandum Hassan Samaih is blamed for describing himself in the agreement with Mr. Wönckhaus as "owner and holder of Bu Musa Concession." These words appear only in the heading of the agreement and are inaccurate for the reason that Hassan left out the words "and Co." But the signature to the agreement, which alone has legal force, and which was affixed in the form prescribed in the Memorandum of Association, clearly shows that Hassan Samaih signed, not for himself personally, but for the company.

‖ Annex 41.

partner, because an individual partner had not a right to act. That the firm of Strick and Co., too, had partners, but an individual partner of that firm could not engage in law-suits for the firm, but only a person authorised to do so; and that Hassan Samaih must bring the action himself. It could not be stated more distinctly that Hassan Samaih is the manager of the company.

After the cancelation of the lease agreement by Sakar, Hassan Samaih asked Malcolm for his advice as to what he should do. Malcolm answered, in a letter dated the 7th November, 1907,* that, as Hassan was a British subject, he had better apply to the British consulate-general. That is to say, a partner, who is not authorised to represent the firm himself, advises the managing partner to take steps on behalf of the firm.

In a letter dated the 13th July, 1902 (7 Rebi II, 1320),† Malcolm makes an offer, addressed to Alhadj Hassan-ibn-Samaih *and Co.*, on behalf of Strick and Co. Hassan Samaih is to telegraph his reply and to guarantee the quality of the oxide. Nothing is said of the other partners; their concurrence, which, indeed, could not have been obtained in time, is not asked for. Here, again, Hassan Samaih appears as the manager authorised to conclude independently. It is not a case of a single sale, but of an agreement, very similar to that with Wönckhaus, under which the company are bound to the offer for six months until the arrival of Strick and Co's. answer, and may not sell to anyone else for six months after the loading of the oxide.

It remains to examine the question whether Hassan Samaih injured the company by the conclusion of the agreement with Mr. Wönckhaus and whether Isa would have been justified in complaining on this ground. It appears, from the account of Isa's complaint given in the British Memorandum, that the company is held to have been injured by the circumstance that, in consequence of the agreement with Mr. Wönckhaus, it is precluded from profiting by any rise that may take place in the price of oxide. That is an objection that might be raised against any contract for delivery concluded for a certain term, and is of no importance so far as Mr. Wönckhaus is concerned. There might possibly, indeed, be a question whether the agreement as a whole is injurious to the interests of the company, and whether in the circumstances Hassan Samaih, as a good man of business, was justified in concluding such an agreement for the company.

The provisions of the agreement are in substance as follows. The company is bound to deliver to Mr. Wönckhaus free on board ship at Abu Musa annually for a term of four years 2,000 to 5,000 tons of oxide of a particular quality at the price of 19*s.* 6*d.* per ton. Mr. Wönckhaus is bound to pay this price and to take at least 2,000 tons, and, further, if he requires more, and there is enough oxide, to buy up to 5,000 tons. On the other hand, the company may not sell oxide to anyone else, with the exception of about 5,000 to 6,000 sacks, which it may sell to India. On the expiration of the agreement Mr. Wönckhaus has the right of renewing the agreement on the same terms or the terms offered by another serious applicant.

For a proper appreciation of this agreement it must be remembered that the company had till then worked at a heavy loss. It appears from the books of the company—which were kept very neatly, clearly, and well—that the total expenditure from the commencement of the works to the beginning of December 1908 amounted to 301,043 rupees.‡ On the other side, the receipts amount to 207,804 rupees, so that there is a deficit of 93,209 rupees. These figures show that the financial position of the company was very bad, and that it would have had to work at a profit for a long time before the previous losses could have been made good and a dividend declared.

The agreement with M. Wönckaus gave the company an opportunity of selling, at a fixed price, which was independent of the fluctuations of the market, and was guaranteed to it for a number of years, a considerable minimum quantity of oxide, and possibly two and a-half times as much. The company was therefore in a position to count with certainty on receiving a minimum of 1,550*l.* a-year, and to arrange its whole work accordingly. These receipts might be raised to 3,875*l.*, not counting what was sold to India. The prospects of the company from a commercial point of view were therefore such as it had never had before. It was in the nature of things that the company should have to accept into the bargain certain limitations and obligations. Agreements like the one in question between producers and merchants

* Annex 42.
† Annex 43.
‡ In the account of expenditure is included 5 per cent. simple interest on the total sum, which Hassan Samaih reckons as due to himself, since, apart from the 2,000 rupees which Malcolm put into the concern, he paid all the expenses, while the remaining partners paid nothing.

are usual in all parts of the world, and if a normal price and a fixed minimum sale are guaranteed to the producer, he on his part must give security to the merchant, who makes his arrangements accordingly, that the article shall not suddenly be diverted into the hands of his competitors. The chief point is that the risk to the producer here sinks to a minimum, while the risk to the merchant remains great. He is bound to take over the minimum quantity at the guaranteed price, and runs the risk of having to do so when the market price is such that he is obliged to sell the article at a small profit or no profit at all, or even at a loss, or he may have to buy it when he cannot sell it at all. It is likewise a very ordinary thing that, in view of these possibilities, the price should from the first be fixed at such a figure that a certain margin is left to the merchant, since otherwise the latter could not take part in the transaction at all. The circumstance also deserves particular consideration that, in a case like the one under discussion, the producer is not in a position to avail himself of the opportunities of gain to the same extent as the merchant. However skilled in business Hassan Samaih and Abdulfatif may be, it will not be possible for them to dispose of the produce of the oxide mines on Abu Musa directly and without the interposition of a middleman, and to profit by the constant changes in the international market, as they do not possess either the necessary knowledge or connections, and would not be in a position to organise the enterprise effectively.

As regards the price agreed upon, it must be considered as quite sufficient. It must be recollected that in July 1902 Malcolm, acting on behalf of Strick and Co., offered 7*s.* 6*d.* per ton,* *i.e.*, less than half the price here stipulated.

Furthermore, it is to be noted that the company is not bound for ever by the agreement. After the expiration of four years Wönckhaus has only a prior right to a new agreement on the same terms as the old one, or on the terms offered by competitors. So that the company in any case has a chance of obtaining higher prices in consequence of competition, while on the other hand it cannot in any circumstances be forced to continue the agreement at lower prices than before. It is true that the company cannot profit by momentary rises of price, but as matters stand it is very doubtful whether the company could in any case utilise such momentary rises; on the other hand, it is in a position to derive the full benefit from a rise in the average price, a rise that can only be estimated at intervals of considerable length; while if, at the end of the four years, the average price is lower than the price stipulated in the agreement, the company regains complete freedom.

In view of what has been stated above, the conclusion must be that the agreement with Mr. Wönckhaus is advantageous to the company, and that the disadvantages arising from a certain limitation of freedom of action are considerably outweighed by the advantages presented by a certainty of selling for several years at adequate prices. Hassan Samaih was acting entirely in the interest of the company when he concluded the agreement with Mr. Wönckhaus; if he had neglected this opportunity doubts as to his business capacity would have been fully justified.

The result of the above examination, then, is that, assuming that Sheikh Sakar had a right to decide the matter as a judge—which is disputed—his decision could not possibly be to the effect that the *lease agreement* should be cancelled. Taking the most liberal view of his powers, he could only deal with the *agreement for the supply of oxide*, and pronounce judgment on the question whether Hassan Samaih ought to pay compensation to the plaintiff partner on account of the conclusion of this agreement. It has been proved, in the first place, that the partners gave their approval to the agreement; in the second place, that their approval was not necessary, because Hassan Samaih, on the strength of his powers as manager, had authority to conclude the agreement independently, whether such authority was expressly granted him by the Memorandum of Association or whether it is to be considered as having been admitted in practice by his having been allowed to exercise it without dispute for many years. This disposes of the first ground on which a decision unfavourable to Hassan Samaih might have been given.

It has further been shown that the agreement with Mr. Wönckhaus is advantageous to the company, and that by its conclusion the interests of the individual partners have been secured as completely as circumstances admit. It follows that, from this point of view also, a decision unfavourable to Hassan Samaih could not be given, especially as evidence is produced showing that the partners approved of the agreement, which approval would preclude them from claiming any compensation, even if the agreement were really disadvantageous.

* See p. 16, and annex 43.

Accordingly Isa's complaint is entirely unfounded, and there was no legal ground for Sheikh Sakar to give any judicial decision unfavourable to Hassan Samaih. The decision pronounced must therefore be regarded as entirely contrary to justice.

2. Could Sheikh Sakar cancel the Lease Agreement of his own motion in the interest of the administration of the Country?

The various letters from Sheikh Sakar to Hussan Samaih, in which he pronounces the cancellation of the lease agreement and orders the cessation of the work, as well as certain letters from Abdallatif, show clearly that Sheikh Sakar was induced partly by political considerations to take steps against the mining company.

Looking at the matter from this point of view, the objections which Sakar has to make to the agreement with Mr. Wönckhaus are the following: He regards this agreement as a sub-letting of the oxide mines to third parties who are not British subjects, but subjects of a foreign Power, whereas, he argues, according to the terms of the original agreement, the partners have to work the mines themselves, and may not lease them to others. Sakar fears that now that a foreigner is one of the parties interested in the mines, the latter may pass out of his possession, and he may gradually lose the island. Finally, he points out that he did not give permission for the conclusion of agreements with foreigners, and that the lease agreement does not contain any clause under which the whole output could be delivered to one individual without his (Sakar's) sanction. (Annexes 12, 16, 20, 22 of the first German Memorandum and Annex 39 of this Memorandum).

In the first place it is not easy to understand how the agreement of the 1st June, 1906, can be regarded as a letting of the mines to Mr. Wönckhaus. The stipulation that the oxide is to be delivered free on board, and the detailed arrangements concerning the quantity to be loaded daily, make it clear that Mr. Wönckhaus was not to have anything to do with the working of the mines themselves.* The agreement with Mr. Wönckhaus is a simple contract for delivery, an entirely unobjectionable commercial transaction such as might take place anywhere without giving rise to comment, and which was intended to promote purely commercial interests. Even if this agreement had given to Mr. Wönckhaus for a certain time a position in the nature of a monopoly as regards the red oxide obtained on Abu Musa, that would not have prevented the transaction from being a perfectly legitimate one. It is to be observed, however, that a monopoly in the strict sense of the word was not established, since the company was at liberty to sell certain quantities to India. Sakar's fear that the agreement may lead not only to the property in the mines being gradually lost to the owner—whether he is Salim or Sakar—but even to the separation of the Island of Abu Musa from Shargeh, is so senseless that it is really not worth while to discuss it.

As regards Sakar's objection to the conclusion of agreements with foreigners, it is to be observed that the lease agreement concluded between Salim and the company contains no provision against the sale of the produce of the mines to foreigners. On the contrary, in view of the freedom of trade recognised in the Persian Gulf, and the absence of an express prohibition in the lease agreement, it may be considered to be taken for granted that the company of lessees is to be at liberty to conclude arrangements for supplying foreigners also. Moreover, in the Memorandum of Association, with which Sakar had been acquainted for years and which he had approved of, sales to foreigners were expressly provided for, and such sales were as a matter of fact repeatedly concluded, without any objection on Sakar's part. His observation in his letter of the 26th March, 1907 (11 Safer, 1325, Annex 16 of first German Memorandum): "We did not tell you to make contracts with strangers from foreign Powers without informing us," is therefore entirely groundless and misleading.

It is also strange that, as appears from the letter just referred to, Sheikh Sakar should wish British subjects to be treated differently from those of other Powers. From the point of view of the Shargeh State a British subject is certainly just as much a foreigner as is the subject of any other Power. Yet Sheikh Sakar has nothing to say against the company of lessees concluding agreements with British subjects, while agreements with other foreigners are not to be allowed. This is evidently contrary to the principle of the "open door."

In the view of the Imperial Government the agreement with Mr. Wönckhaus

* The British Memorandum observes that the arrangement between Sheikh Salim and the company was not really a lease agreement, but "a permit to work these mines." If even that arrangement is not to be considered a "leasehold," it is incomprehensible how a simple contract for the delivery of an article can be regarded as a "leasehold."

neither infringes the terms of Salim's concession, nor is in any way dangerous to the internal peace, external independence, or territorial integrity of Shargeh. It is therefore not apparent how the action of Sakar against the company could be justified by considerations connected with the welfare of the State.

The conclusions arrived at above may be summarised as follows:—

1. Sheikh Salim is owner of the Island of Abu Musa, and therefore, according to the commercial law prevailing on the Persian Gulf, had a right to lease the oxide mines there to the mining company, Hassan-ibn-Ali and Co., in his own name. According to the Mohammedan religious law he could not conclude the lease agreement; according to that law, however, the company would have acquired the exclusive right to the produce of the mines simply by the fact of working them.

2. The owner of the island, whoever he may be, has no authority, either according to the lease agreement (which is to be judged by commercial law), or according to religious law, to revoke or terminate the rights of the mining company or to hinder the company in any other way from working the mines.

3. Hassan Samaih had authority, as manager of the mining company, to conclude agreements like that with Mr. Wönckhaus, signing in the name of the company, without consulting the other partners. Such agreements at once become binding on the other partners; in the case under consideration, however, their approval was also signified.

4. The agreement with Mr. Wönckhaus is advantageous to the mining company, so that the partners have not been injured by Hassan Samaih's action as manager.

5. There was therefore no reason for a complaint of the company against Hassan Samaih on the ground of action contrary to agreement or duty.

6. There was accordingly no ground for action on the part of Sheikh Sakar against Hassan Samaih for the protection of the other partners. Moreover, the seat of the company is at Lingah, and the partners of the company are not subjects of the Sheikh of Shargeh, so that he has no jurisdiction in matters concerning the relations of the partners with each other. In any case, he could not exercise such jurisdiction himself, but should have had the dispute settled by the judge.

7. The agreement between the mining company and Mr. Wönckhaus, which is nothing but the conclusion of an ordinary and permissible business transaction, and which cannot have any political aims, neither infringes the lease agreement nor is in any way dangerous to the interests of the State of Shargeh, so that the action taken by Sheikh Sakar against the company cannot be justified on the ground of the general interests of the administration of the country.

8. Sheikh Sakar's interference is not limited to redressing a wrong alleged to have been done by one partner to the others, or to preventing the carrying out of an agreement alleged to be contrary to the interests of the country, but simply deprives the whole company of the basis of its existence.

The company, in which the German firm of Robert Wönckhaus and Co. have a share, is thereby very seriously injured, since the realisation of its object is made impossible and it is not in a position to carry out current obligations imposed upon it by contract.

9. Sakar's proceedings, then, are clearly a violation of law—an exercise of arbitrary power.

The British Memorandum maintains that, as Hassan Samaih had no authority to conclude a contract for the delivery of oxide with Mr. Wönckhaus which would be binding on the company, it is open to Mr. Wönckhaus to claim compensation from Hassan Samaih for non-fulfilment of the contract. There can, however, be no doubt, after what has been stated in the present Memorandum, that the responsibility for carrying out the contract for the supply of oxide rests, not with Hassan Samaih personally, but with the company as a company. The fulfilment of the contract by the company has, however, up till now been prevented by the arbitrary act of Sheikh Sakar, and the lawless state of things brought about by that act.

In consequence of the conclusion of this contract by Mr. Wönckhaus, acting in the interests of the firm of R. Wönckhaus and Co., this latter firm at the present time still has a substantial interest in the existence and prosperity of the mining company. When the disputes of the company with Sheikh Sakar placed the firm in a difficult position, it was only doing what was necessary in the defence of its legitimate interests when it endeavoured to acquire a share in the company, and so to exercise a direct influence on the fortunes of the latter. There was no reason why the illegal interference of the sheikh should prevent the firm from acting as it thought fit.

The attempt is made in the British Memorandum to show that the firm of Wönckhaus has no *locus standi* in this dispute, on the ground that it either acquired its share in ignorance of the position of affairs, in which case it must address its claim to the vendor, or else acted with knowledge of the position, and has consequently itself to blame for the injury it has sustained. This line of argument starts from the erroneous assumption that the lease agreement is no longer legally valid. If that were the case, there would doubtless be no foundation for the present complaint. But as the dispute turns upon the question whether the cancelling of the lease agreement was legal or illegal, and as the Imperial Government, for the reasons stated in this Memorandum, are convinced of the illegality of the cancelling of the agreement, there does not appear to be any reason why the firm of Wönckhaus should be prevented from putting forward, on the strength of the share acquired by it in the company, its claims in respect of expropriation. The firm seems to be the more justified in doing so from the circumstance that it was evidently the aim of Sheikh Sakar's action throughout to render the rights enjoyed by Mr. Wönckhaus under the agreement for the supply of oxide illusory for the benefit of his competitors.

Sheikh Sakar compelled by force of arms the cessation of the working of the oxide mines. His proceedings are also an infraction of the "Maritime Truce," to the preservation of which in those regions His Majesty's Government devote particular attention. His action was supported by Great Britain to the extent that the gun-boat "Lapwing" towed to Abu Musa the boats of Sheikh Sakar in which the sheikh's armed men were brought to the island to stop the work by force and prevent the landing of the employés of the firm of Wönckhaus.* So that not only was Sakar's attack on the rights of the mining company made with the knowledge of the officials of His Majesty's Government, but it was also directly assisted by them. The Imperial Government cannot, therefore, do otherwise than include His Majesty's Government in the responsibility for the consequences of this attack.

November 1900.

ANNEXES.

[In the Annexes which follow those passages which appear particularly worthy of attention are printed in italics.]

Annex 1.

In the name of God the Highest, the Most Merciful!

From Salim-ibn-Sultan to the most honoured Mr. Hassan-ibn-Ali-ibn-Samaih, God the Highest preserve his health;

After greeting to you, and the mercy of God and his blessings! Be so good as to pay for us to Abdellatif-ibn-Abderrahman, the consular agent, 35 French reals. I hope you will not be neglectful in this regard. Farewell and greeting!

(L.S.)

9 *Safar*, 1319 (*May* 28, 1901).

Annex 2.

In the name of the Most Merciful!

From Salim-ibn-Sultan to the honoured Hassan-ibn-Ali-ibn-Samaih, God the Highest keep him well and give him long life! Peace be with you and the mercy of God and his blessings for ever!

And further: He who comes (to you) is Hassan-ibn-Ahmed. Be so good as to pay him the remainder of the items in full; after the bill of exchange for Ibrahim-ibn-Ahmed there remain 150 reals from the article mica, and from the article red oxide

* Lieutenant Gabriel, British vice-consul at Bunder Abbas, who was on board the "Lapwing," knew from a letter he had received from Mr. Brown that employés of the firm of Wönckhaus were coming. Nevertheless, the gun-boat left the island as soon as the miners had gone. So that if, during the attempt of Brown and Ali Zenker to land, there was no "loss of life and bloodshed," to prevent which, was, according to the British Memorandum, the sole object of the voyage of the "Lapwing," that circumstance was not due to the British forces, which had already departed, but was entirely owing to the bad shooting of Sakar's men.

350 reals, making together 500 reals; after deduction of the amount received, the balance is to be paid to him in full. This paper is a bill of exchange, and when you have paid him the amount mentioned, get a receipt from him. We hope you will not be wanting in this regard; we only make this communication to you because we are obliged to do so. This is what had to be explained, and greeting!

(L.S.)

16 *Safar*, 1319 (*June* 4, 1901).

Annex 3.

In the name of God the Most Merciful!

From Salim-ibn-Sultan to the honoured Mr. Hassan-ibn-Ali-ibn-Samaih, God keep him well and grant him a long life.

Peace be with you and the mercy of God and his blessings for ever! The bearer of this is Hassan-ibn-Achmed. Please pay him what is left from the two articles. After deduction of the bill of exchange paid to Ibrahim-ibn-Achmed, there remain 150 reals from the article mica, and 350 reals from the article red oxide, making altogether 500 reals; from this must be deducted what has already been paid, and the balance is to be paid to him. This paper is a bill of exchange, and when you have paid him what has been mentioned, get a receipt from him. We hope you will not be wanting in this regard, as we beg of you, and we have only let you know this because we are obliged to do so. This is what was necessary, and greeting!

(L.S.)

26 *Safar*, 1319 (*June* 14, 1901).

Annex 4.

In the name of God the Highest!

From Salim-ibn-Sultan to the honoured Mr. Hassan-ibn-Ali Samaih, God the Highest keep him well!

Peace be with you and the mercy of God and His blessings, and abundant gifts for ever! By the mercy of God your friend is well, may God grant the same to you! . . . .* The news is quiet, nothing has happened that I have to communicate to you, except what is good. I wrote to you before; I hope you received the letter in good health. Further (I have to inform you), the bearer of this is Muhammed Hussein, captain of the boat of Ibn-Aslum; be so good as to pay him the instalment after deduction of 22 rupees; as we received 28 rupees before, and you are to receive 50 rupees, you have over the aforesaid 22 rupees, which please deduct from the instalment. The balance please pay to the aforesaid Muhammed Hussein, because we owe it. We hope you will not be wanting in this regard; and if you require anything, you have only to give a hint.

Farewell and greeting!

(L.S.)

29 *Muharram*, 1323 (*April* 5, 1905).

Annex 5.

In the name of God the Most Merciful!

From Salim-ibn-Sultan to the honoured Mr. Hassan-ibn-Ali Samaih, God the Highest keep him well!

Peace be with you, and the mercy of God and His blessings for ever! We have received your honoured letter, and noted its contents. The news from our place is as you have heard it from the mouth of those arriving, so that will suffice!

The bearer is Muhammed-ibn-Rashid; please pay him 250 French reals; we owe this money. You will not be wanting in this regard, and if you require anything, a hint will be sufficient. Greetings to all the children. We all greet you. Good-bye!

(L.S.)

17 *Muharram*, 1325 (*March* 2, 1907).

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* Remark of the translator (Oriental): No meaning could be got from the words not translated. They are of no consequence so far as business matters are concerned.

Annex 6.

In the name of God the Most Merciful!

From Salim-ibn-Sultan to his honoured friend Abdallatif-ibn-Abdarrahman, agent of the Government. God keep him in good health!

After greetings, I inform you as follows:—

In accordance with your wish, we have not availed ourselves of the *right which we possess to the boat of Hassan-ibn-Samaih which has grounded on our island of Abu Musa*, and whatever Hassan-ibn-Samaih may wish to do with his boat, he is to be authorised to do it, and is not to be opposed. This is what is necessary, and greeting!

SALIM-IBN-SULTAN.
(L.S.)

29 *Shawal*, 1315 (*March* 23, 1898).

Annex 7.

In the name of God!

I, the Sheikh Salim-ibn-Sultan, have leased all the red oxide mines existing on the island called Abu Musa to the two persons Alhadj Hassan-ibn-Ali-ibn-Samaih and his son Abdallah-ibn-Hassan Samaih for a price the amount of which is 250 French reals for a full year. *I bind myself towards the lessees to allow the lease of the red oxide mines to remain in their hands so long as they obtain red oxide from them.* I allow them to work in the red oxide mines in the whole circumference of the island from (all) four sides. I bind myself towards them, so long as they work, to give them friendly assistance if they require it. I further bind myself towards the persons aforesaid that if they should wish to engage in transactions with traders on the island, or load shells or canary seed on it, they are to be allowed to do so; they are not to be opposed, whether they ship it and dispatch it in boats or in ships; they are not to pay duties or rent or anything else with the exception of the rent fixed for the red oxide mines. If they wish to construct houses and wells, I authorise them to do so, but only for working and living; they are not to have rights of ownership. *The lease* which I have given them of the red oxide mines *shall remain in their hands for the term of twenty years. So long as I, my children, and my brothers (live), no one is entitled to raise objections to it.* So long as they obtain red oxide on this island, the mines shall be in their occupation as lessees for the sum fixed. But if they obtain no red oxide they shall pay the rent of the year in which they have worked, then they shall be free to choose, and if they wish to keep the mines they shall remain in their hands for the period mentioned at the rent fixed.

This is announced accordingly, and God is the best witness and surety!

(Signed *m.p.* by Salim-ibn-Sultan.)
(L.S.)

14 *Dulkade*, 1315 (*April* 6, 1898).

Witnesses:
HASSAN-IBN-AHMED.
(Middle name illegible)
ALI AHMED SALIH.
(L.S.)

Annex 8.

[Compare Appendix No. 9 to British Memorandum of July 10, 1908.]

In the name of God the Most Merciful!

Signed by Salim-ibn-Sultan. (L.S.)

The document is executed in duplicate. I certify for Sheikh Salim-ibn-Sultan al that is written in this document.

ABDERRAHMAN-IBN-FARIS, servant of the holy law. (L.S.)

Be it known to everybody who sees this that I, Salim-ibn-Sultan-ibn-Sakar Alkasimi, have leased all the red oxide mines which are on the Island of Abu Musa to the

following persons, viz.: The honoured Alhadj Hassan-ibn-Ali Samaih and Abdallah-ibn-Hassan and Isa-ibn-Abdallatif, from to-day for *so long as they are interested in the said mines.* They are to pay us 250 French reals for each year. I have also agreed with them that if they wish to ship shells and canary seed from the said island for trading purposes they are to pay us 100 French reals as rent for each year. I have authorised them to dig wells for drinking-water for their men employed in the red oxide mines. I promise friendly assistance to their workmen in the red oxide mines. *If I have made any agreements before this one they are not to be valid; only this agreement*, which is executed in duplicate, *holds good.* Let this be known.

Signed 18 Dulkade, 1315 (April 10, 1898).

Witnesses:
AHMED-IBN-ABDARRAHMAN.
(L.S.)
YUSSUF-IBN-ABDALLAH, *m.p.*
ABDALLATIF-IBN-ABDARRAHMAN.
(L.S.)
AHMED-IBN-SULTAN.
(L.S.)

Annex 9.

In the name of God the Most Merciful!

(L.S.) Confirmed *m.p.* by Salim-ibn-Sultan.

I, Salim-ibn-Sultan-ibn-Sakar, have leased all the mica mines which are situated in *our* island of Abu Musa to the honoured Hassan-ibn-Ali Samaih and Abdallah-ibn-Hassan Samaih and Isa-ibn-Abdallatif for the term of five years from this date against payment of 1,500 French reals. Of this sum 400 reals have been paid in cash, 350 reals are to be paid on the expiration of five months, and the balance of the rent shall be paid in the same way as the first instalment. If our people living on the island should commit acts of violence or plunder the matter shall be settled between us in accordance with religious and customary law, and if their people employed by them on the island do anything wrong the matter shall (likewise) be settled fairly according to religious and customary law. *They are bound to prevent their people from cutting trees on Abu Musa, with the exception of the Keshkeshah tree; they may cut that.*

Written for record this 12 Shaban, 1316 A.H. (26th December, 1898).

Witnesses:
AHMED-IBN-ABDARRAHMAN.
AHMED-IBN-SULTAN.
(L.S.)
ABDALLATIF-IBN-ABDARRAHMAN
(L.S.)
IBRAHIM-IBN-AHMED-IBN-KELBAN.

Annex 10.

In the name of God the Most Merciful!

From Salim-ibn-Sultan to the honoured Mr. Hassan-ibn-Ali-ibn-Samaih, God the Highest keep him well!

After greeting to you, the mercy of God and His blessings! Be so good as to pay for us to Ibrahim-ibn-Ahmed-ibn-Kelban 250 French reals in the matter of the article mica; and greeting!

(L.S.)

25 *Safar*, 1319 (*June* 13, 1901)

Annex 11.[5]

In the name of God the Most Merciful!

From Salim-ibn-Sultan to the honoured Mr. Hassan-ibn-Ali-ibn-Samaih God the Highest keep him well!

Peace be with you, and the mercy of God and His blessings! And further: be so good as to pay for us to Muhammed, son of the late Alhadj Abdallah-ibn-Bahzad, 100 rupees, half for the doubt and uncertainty:[*] 50 rupees. This belongs to the balance: 350 reals for mica. May you be well rewarded! This is what it was necessary to state; and greeting!

Written on 18 Rejeb, of the year 1319 A.H. (31st October, 1901).

On the back:
(Signed) Sheikh SALIM-IBN-SULTAN.

Annex 12.

In the name of God the Highest!

From Salim-ibn-Sultan to the honoured Mr. Hassan-ibn-Ali-ibn-Samaih, God the Highest keep him well!

Peace be with you, and the mercy of God and His blessings! And further: be so good as to pay for us to friend Hussein-ibn-Ali-ibn-Muhammed Hassan Shah 283 reals, half for the doubt and uncertainty: 141½ reals. The remainder is in the matter of the mica and for Ibrahim-ibn-Ahmed-ibn-Kelban. We hope you will not be wanting in this regard. This is what it was necessary to state; and greeting!

Written on 5 Shaban, 1319 (17th November, 1901).

Annex 13.

In the name of God the Highest!

To the honoured, faithful friend, Mr. Alhadj Hassan-ibn-Ali Samaih, God keep him well!

After compliments to you and the best greetings (I inform you as follows):—

Your friend is, thank God! well; may you also ever remain so! Your honoured letter has arrived and what you said has been understood, and that you have no money in hand at present. As soon as you get money you will pay 166 reals to Hussein Ali Shah; you will, we hope, not be wanting in this regard. Also there came to us brother Abdallah-ibn-Hassan and Hadj Ali, and they concluded the matter of the mica with Sheikh Salim-ibn-Sultan for 400 reals. They drew on us for the money; we paid it to Sheikh Salim. We have placed your share in account, and have deducted from it the share of [my] son Isa, so that your exact share is 337½ reals. Further, we have placed in account for you 80 reals as the equivalent of the 100 rupees which we gave brother Abdallah three years ago to buy us a gun with, and also 50 reals which we sent to Alhadj Ali Ahmed Salih at Abu Musa. We beg that you will note this. We hope that you will do your best in the working of the red oxide mines on Abu Musa. Brother Abdallah did well to reduce the numbers of the oxide workers, as the expenses were too high. As regards the price of the oxide which you sent to London, we hope you have obtained the money and devoted it to paying expenses. We hope that the ships sold their red oxide well. Further, we have drawn up the *detailed draft of a memorandum of association, and have given it to brother Abdallah to be placed before you. You should all sign it and then send us a copy: then all will be in order. Brother Abdallah informed Sheikh Salim of this instrument, the sheikh informed Sheikh Sakar, and Sakar said he would like us to give him a copy of it.* We told him we would give him a copy ourselves. We hope you will send back the document by return of post, and that you will do your best about the mica. And God bless you and preserve you from evil! Amen.

ABDALLATIF-IBN-ABDARRAHMAN.

23 *Shaban*, 1316 (*January* 6, 1899).

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[*] Observation of the translator (Oriental): The Arabic words cannot be translated in any other way; the meaning is obscure. Nor is it certain how the sentences should be divided.

Annex 14.

MEMORANDUM OF ASSOCIATION BETWEEN THE LESSEES OF THE RED OXIDE AND MICA MINES ON THE ISLAND OF IBN MUSA,[*] UNDER THE CONDITIONS STATED BELOW.

1. *(With reference to) the necessary negotiations with the foreign merchants for the exploitation of various mines, Alhadj Hassan-ibn-Ali-ibn-Samaih shall be the foremost in all negotiations, he will sign Hassan-ibn-Ali and Co., and the aforesaid Alhadj will explain to the partners the particulars of the negotiations and sales undertaken by him with respect to the different mines.*

2. If it becomes necessary to provide money for the expenses of the mines, a sum shall be fixed, with the knowledge of the partners, which they shall pay, or else they shall make other arrangements for continuing the working of the mines.

3. If the partners consider it necessary in their interest to proceed with the purchase of articles for consumption by the miners, the matter shall be considered by all of them; a sum of money equal to the price of the articles shall be fixed and taken into account, and when the articles are delivered to or sold to the workpeople, the profit shall go to the partners.

4. For each mine they shall render an account of the expenses incurred for the wages and maintenance of the workmen and the salary of the accountant from the date when its lease commences until the expiration of six months, and after that (time) they shall render an account every four months.

5. Any partner who, in the service of the mines, is on the spot for the purpose of supervision shall have his expenses paid so long as he is there, and the cost shall be apportioned to all out of the capital.

6. As regards the lighters which are necessary for the service of the mines, we have, from the beginning of the renting, employed four large and four small boats, which are at this moment in the service of the island; we have entered the prices of the said boats in our books and have duly informed the partners of the price of each by letter.

7. Every four months the amount of the produce of the mines, the amount shipped, and the amount in the hands of the company shall be ascertained.

8. Every four months the amount sold from the mines shall be ascertained, whether it is on the island or has been sent to agents elsewhere, and the expenses arising from freight charges, &c., shall be deducted.

9. Every four months the accountant shall send the account to the partners who are not at the mines, in order that they may be informed of the position, and these accounts shall bear the signature of the partners who are at the mines.

The company has had copies of this Memorandum made for the partners to sign.

Drawn up on Monday, the 26 Shaban, 1316 (the 9th January, 1899).

Annex 15.

In the name of God the Highest!

To the honoured faithful friend, Mr. Hassan-ibn-Ali Samaih, God keep him well!

After greeting and enquiring about your health (I inform you as follows):—

Your friend is ill and not able to write himself, and asks you to excuse him. We have received your letters to us. Rashid's bill of exchange has arrived and we hope to send it; and as regards Sayid, we have made an arrangement. He gives us stuff in place of what we claim, for he has no money. Brother Abdallah and Sheikh Salim went to *Abu Musa to conclude the desired lease of the minerals*, and we gave them the copy of the contracts to take with them to sign there. We wanted to arrange the matter here, like the lease of the red oxide, but, because people raised doubts in his mind, he said he would only do it after seeing the place. It is to be hoped that they will settle this matter; through the exertions of brother Abdallah all will go well. We have given Sheikh Salim an advance of 80 reals against his I.O.U., as well as 50 reals, the balance of the shell due; he refused to start until we had made him an advance. I hope you have got more ships and shipped red oxide to India; it is to be hoped that our Lord (God) will grant good profits, in order that our friends may rejoice and the envious be annoyed. People are very envious of us in this matter. *As regards Sir, a dispute has arisen between Sheikh Sakar and Salim.* It is Sakar's

[*] Note by the translator (Oriental): *Sic*, instead of Abu Musa.

intention to lease* without mentioning Salim's name, and to give some advantage to Salim, but Salim would not agree to this. *We have so far deferred (the matter) until they come to some agreement*, each has an instalment of two pieces of gold. We wish to get some clear wine and have applied to . . . .;† he has promised to buy it, but I do not know what will come of it. We also wish to have thirty logs;‡ 2 spans in circumference and at least 10 yards long, or they will be of no use. If you know of anyone, please buy them, for we want them very much; but the wood must be hard. That is all that is necessary, and greet whomsoever you please, and greeting.

ABDALLATIF-IBN-ABDARRAHMAN.

27 *Jumada II*, 1316 (*November* 12, 1898).

Annex 16.

In the name of God the Highest!

Let whoever sees it know! I, Abdalmuhsin-ibn-Ahmed Almushari, Arab, inhabitant of Lingah, merchant, know and am informed, *that the island of Abu Musa belongs to and is the free property of Sheikh Salim-ibn-Sultan-ibn-Sakar Alkasimi, and that it has up till now been in his ownership and possession.* I have written this paper for explanation and information, in order that whoever sees it may know, and greeting.

Written by Abdalmuhsin-ibn-Ahmed Almushari.

(L.S.)

26 *Ramadan*, 1326 (*October* 22, 1908).

Annex 17.

Let whoever sees it know! I, Alhadj Abdurrahman-ibn-Alhadj Muhammed-ibn-Kazim, of Lingah, know, and am informed *that the island of Ibu Musa§ belongs to and is the free property of Sheikh Salim-ibn-Sultan-ibn-Sakar Alkasimi, and that it has up till now been in his ownership and possession*, and I have written this paper for explanation and information.

ABDARRAHMAN-IBN-MUHAMMED-IBN-KAZIM.
(L.S.)

24 *Ramadan*, 1326 (*October* 20, 1908).

Annex 18.

In the name of God the Most Merciful!

Let whoever sees it know! I, Hamd-ibn-Khalifa Al'uyuni, inhabitant of Lingah, merchant, know and am informed, *that the island of Abu Musa belongs to and is the free property of Sheikh Salim-ibn-Sultan-ibn-Sakar Alkasimi, and that it has up till now been in his ownership and possession*, and I have written this paper for explanation and information, in order that what ought to be known may be known.

Written 24 Ramadan, 1326 (20 October, 1908).

HAMD-IBN-KHALIFA AL'UYUNI.
(L.S.)

Annex 19.

In the name of God!

Respecting the document dated 18 Dulkade, 1315 (10th April, 1898).

Let all who see this document, whether Moslems or others, know that we have seen the documents of the agreement which (was concluded) by Sheikh Salim-ibn-Sultan Alkasimi with Alhadj Hassan-ibn-Ali-ibn-Samaih regarding the leasing of the island of Abu Musa, and we have seen that *they are legal valid documents, and the said*

* Notes of translator (Oriental): The text here has a word which does not make sense; it is probably a mistake.

† The name may be Hamd-ibn-Ahmed.

‡ The name of the tree does not appear to be mentioned.

§ Note of translator (Oriental): *Sic*, for Abu Musa.

Sheikh Salim has no right to cancel them, and if he puts forward a claim it shall be invalid and his plea shall not be heard, as the Mohammedan law requires. Let whoever sees this paper take note of this! God is an excellent representative!

Done and written 24 Ramadan, 1326 (20th October, 1908).

(Signed *m.p.* by Hamd-ibn-Khalifa Al'uyuni).
(L.S.)

Annex 20.

Let all know who see this: I, Alhadj Abdarrahman-ibn-Alhadj Muhammed-ibn-Kazim, of Lingah, have had before me three documents of the agreements which were concluded in regard to the leasing of the red oxide mines on the island of Ibn Musa* between Sheikh Salim-ibn-Sultan-ibn-Sakar Alkasimi and Alhadj Hassan-ibn-Ali-ibn-Samaih, Abdallah-ibn-Hassan-ibn-Samaih, and Isa-ibn-Abdallatif. *These aforesaid agreements are legal and valid* according to what is customary in our town and in the land of Iran and in the land of Oman, and according to the practice of the Arabs in this region, and (also) according to commercial law these documents are valid and binding, and *no one has a right to cancel these documents.* And to make the matter clear I give here the dates of the three documents; the first is dated 18 Dulkade, 1315, the second is dated 1 Rebi I, 1316 [?] and the third 12 Shaban, 1316. In view of the witnesses who are mentioned in the documents, and in view of the signature of Sheikh Salim-ibn-Sultan, the documents are valid; according to commercial law, Alhadj Hassan-ibn-Ali-ibn-Samaih and his partners have the use of the said island in accordance with the agreement.

ABDARRAHMAN-IBN-MUHAMMED-IBN-KAZIM.
(L.S.)

24 *Ramadan*, 1326 (*October* 20, 1908).

Annex 21.

In the name of God the Highest!

Yes, we have examined the agreement which (was concluded) between the honoured Sheikh Salim-ibn-Sultan and Alhadj Hassan-ibn-Ali-ibn-Samaih. And we have found the agreement valid and binding, and *according to commercial law no one has a right to pronounce its cancellation and nullity.*

Let it be known to all men!

ABDALLAH MUHAMMED HASSAN ALKHADJA.

25 *Ramadan*, 1326 (*October* 21, 1908).

Annex 22.

In the name of God!

Let all know who see this, whether Moslems or others: I, Abdalmuhsin-ibn-Ahmed Almushari, Arab, inhabitant of Lingah, merchant, have had before me the document of the agreement, dated 18 Dulkade, 1315, which (was concluded) by Sheikh Salim-ibn-Sultan-ibn-Sakar Alkasimi, with Alhadj Hassan-ibn-Ali-ibn-Samaih and Abdallah-ibn-Hassan and Isa-ibn-Abdallatif, in regard to the leasing of the red oxide mines of the island of Abu Musa.

And we have seen that the document is valid according to the commercial law in force in the land of Oman, and according to the practice of the Arabs (prevailing) in these regions and in the land of Oman.

The said document is in force and valid. It is to be acted upon, and theSheikh Salim-ibn-Sultan has no right to cancel the agreement. The agreement is in force and execution so long as Alhadj Hassan-ibn-Ali Samaih and his partners wish for the said mines. But whoever sees this take note of it, and God is the best representative.

Written and signed *m.p.* by Abdalmuhsin-ibn-Ahmed-ibn-Mushari.

(L.S.)

26 *Ramadan*, 1326 (*October* 22, 1908).

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* Note of translator (Oriental): *Sic*, for Abu Musa.

Annex 23.

By the mercy of the Highest!

Yes, let all know who see this document. I, Abdallah-ibn-Hassan Kalladari, have had before me the document of the agreement, dated 18 Dulkade, 1315, which (was concluded) by Sheikh Salim-ibn-Sultan-ibn-Sakar Alkasimi with Alhadj Hassan-ibn-Ali-ibn-Samaih, and with Abdallah-ibn-Hassan, and with Isa-ibn-Abdallatif, and was witnessed by Abdallatif, agent of the Government, and Yussuf-ibn-Abdullah, and Ahmed-ibn-Sultan and Sheikh Abdarrahman-ibn-Faris, Judge of the Religious Law, resident at Asharika,* in regard to the leasing of the red oxide mines situated on Abu Musa. I have seen the document referred to. In my view it is drawn up in the manner usual in our country, according to the commercial law in this country and in Oman in Arabia; *so this document is valid and binding, and according to commercial law no one can annul this document so long as Alhadj Hassan and his partners wish to possess the aforesaid mines in accordance with the agreement above referred to, and God knows best.*

ABDALLAH-IBN-HASSAN-KALLADARI.
(L.S.)

Annex 24.

The object of this document is as follows:—

Yes, we attest as follows: As this agreement was concluded in the land of Persia, it is, of course, necessary that it should be respected and carried out in accordance with the secular law founded on practice and with the custom prevailing in that country. *It follows therefrom that the ground landlord has no right to cancel this agreement, and that it is valid* and fulfils all conditions. *And if the said person wishes to raise an objection in regard to the duration of the lease, he has no right to do so, unless the lessee consents,* for he was not compelled to conclude the agreement, but did so of his free will, and consented to it. And in this manner all will be carried out according to regular practice.

Written at Bussorah, the 4 Muharrem, 1327 (26th January, 1909).

Witnesses:
KASIM ALKHADARI.†
(L.S.)
ABDULWAHHAB ALKHADARI.†
(L.S.)
ASSAYID AHMED SABIR.
(L.S.)
ABBAS SHUWAILIH.‡
(L.S.)

Annex 25.

Question.

In the name of God the Most Merciful!

What is your opinion, O learned of Islam—may God multiply such as you—on this lease agreement and the validity of the document which is the original of this copy? Have Alhadj Hassan-ibn-Ali-ibn-Samaih, who is mentioned in the copy of the original, and his partners the right of user according to the religious law? Is it permissible for him to give it to another or not? May Sheikh Salim-ibn-Sultan prevent Alhadj Hassan and his partners from extracting the oxide in question, because he has previously let it? Is this document valid or not? Explain it to us and you will be rewarded.

* Note of translator (Oriental): Identical with Asharidja.
† Notes of translator (Oriental): Signature indistinct, perhaps Alkhidri.
‡ Signature indistinct, perhaps Shuwailieh.

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Opinion.

The answer. O God (grant) success and guidance to truth!

Open mines, such as sulphur, red oxide, and brominm mines, do not by being worked become property to be freely disposed of, and no one may let open mines, since such may be freely used by anyone and are common property. *Accordingly anyone who gets anything out of them, and lays hands upon it, possesses it.* The lessor has no right to a rent in consequence of this invalid agreement, and no person can validly make such open mine his private property to the exclusion of others, but it is common property, like running water, grass, and firewood. So much, and God knows best!

Written by Muhammed-ibn-Abdarrahman.

(L.S.)

Annex 26.

Question.

In the name of God the Most Merciful!

What is your opinion, O learned of Islam—may God multiply such as you—in regard to the lease agreement and the validity of the document which is the original of this copy? Have Alhadj Hassan-ibn-Ali-ibn-Samaih, who is mentioned in the copy of the original, and his partners the right of user according to the religious law? Is it permissible for him to give it to another or not? May Sheikh Salim-ibn-Sultan prevent Alhadj Hassan and his partners from extracting the red oxide in question or not, because he has previously let it? Is this document valid or not? Explain it, and you will be rewarded and receive the heavenly reward.

Opinion.

The answer. We pray to Thee, O God, for guidance to arrive at the truth!

The lease mentioned in the document is null and void. *The use of the mine referred to belongs to Alhadj Hassan and the others, for it is one of the open mines which are no one's free property and belong to no one in particular, and anyone who first comes to them takes what he requires out of them, even for purposes of trade. And he (the sheikh) has no right to give the mine to others, and the sheikh may not prevent Alhadj Hassan and his partners from extracting the red oxide referred to and giving it to others;* even the Imam is not at liberty to give open mines to anyone as a fief, for they are common property of the Moslems and others, like water and grass. Whoever first comes to open mines extracts what he requires, and no one may interfere with him until he has got enough. The document is, therefore, null and void, and Sheikh Salim-ibn-Sultan has no right to the rent as against Alhadj Hassan and the others his partners, by God the Highest!

Written by Muhammed Mahdi-ibn-Abdallah.

(L.S.)

Annex 27.

Question.

In the name of God the Most Merciful!

What is your opinion, O learned of Islam—may God multiply such as you—in regard to the lease agreement and the validity of the document which is the original of this copy? Have Alhadj Hassan-ibn-Ali-ibn-Samaih, who is mentioned in the copy of the original, and his partners, the right of user according to the religious law? Is it permissible for him to give it to another or not? May Sheikh Salim-ibn-Sultan prevent Alhadj Hassan and his partners from extracting the red oxide in question or not, because he has previously let it? Is this document valid or not? Explain it, and you will be rewarded and receive the heavenly reward.

Opinion.

Praise is due to God; Oh God (lead) to truth!

The lease referred to is invalid, and *Sheikh Salim has no right to disturb Alhadj Hassan and his partners, and Alhadj Hassan and his partners have a right to extract the contents of the mine,* and God—be He praised and exalted is He—knows it best!

Written by Abdarrahman-ibn-Yussuf.

(L.S.)

Annex 28.

Question.

In the name of God the Most Merciful!

What is your opinion about the letting of this red oxide mine? Is the letting of it valid, and does the mine become property in consequence of being worked or not? And if you say that it does not become property, does a man who works it, not knowing that it is a mine, become its owner? Explain it to us, and you will be rewarded, and may God reward you for us!

Opinion.

The answer. O God (allow) justice to prevail and guide to truth!

The red oxide mine referred to belongs to the group of open mines, which do not, by being worked, acquire the character of property to be freely disposed of; no one can validly make such an open mine his private property to the exclusion of others, nor can it be granted to him as a fief by patent from the Sultan; but it is common property of the Moslems, like drinking places for cattle, grass, and firewood. And there is a consensus of opinion (among jurists) as regards the prohibition of the letting of the mine in question, and the exploitation referred to does not constitute a taking possession; and, as a corollary of that legal principle, if a person makes use of the mine and works in it and extracts from it the red oxide referred to, he has, in extracting the red oxide, more right to it than any one else, and that (holds good) if he knows that it is a mine; but if he does not know till after the exploitation that it is a mine, he becomes the owner of it as land and soil and materially, and that according to the consensus of opinion quoted by the Imam Attabari; and it is expressly stated in the Mughni and in the Nihaye that it makes no difference whether it is extracted for trading purposes or for any other object. In these circumstances the aforesaid Alhadj Hassan has *the precedence in the extraction of the said red oxide,* because he came first and up to this moment has not taken his hand off it; but *Sheikh Salim,* at the moment when he took his hand off the red oxide and took the money for it, *lost his right to it because it has come under the power of Alhadj Hassan. For whoever extracts anything from the mine, and lays his hand on it, possesses it, and the lessor has no right to a rent under this agreement,* and God knows best what is right!

Written by Yussuf-ibn-Mohammed-ibn-Abdallah, servant of the law at Lingah.

(L.S.)

Annex 29.

Fictitious Document.

In the name of God the Most Merciful!

The agreement is (drawn up) in duplicate.

Let all know who may see this: I Zamil-ibn-Ibrahim-ibn-Isa Addossi, have leased the mine which is situated in Assaline to the following persons: Alhadj Abdalhamid-ibn-Abdal Kerim and Mustafa Kerim and Assayid Habib-ibn-Ibrahim, from this date for so long as they are interested in the aforesaid mine. They are to pay £T. 150 for every year. I have likewise agreed with them that, if they wish to ship dried and fresh dates for trading purposes at the place mentioned, they are to pay us £T. 100 each

year as rent. We authorize them to dig wells for drinking water for their employés, working in the aforesaid mining district. Friendly assistance is to be given by us to their employés working in the mining district. It is possible that I may have concluded agreements before this present one; any such are to be invalid, and this agreement alone is to hold good. It has been drawn up in duplicate. Let this be known.

Done the 18 Dulkade, 1320 (16th February, 1903).

(Signed by Zamil-ibn-Ibrahim.)

Witnesses:
SALIH-IBN-HAMDAN.
ABDALKERIM-IBN-ABDALLAH.

Annex 30.

*Question.**

What is your opinion—may God multiply such as you—in regard to the leasing of this mine?

Is it valid or not? Has Zamil-ibn-Ibrahim a right to disturb Alhadj Abdalhamid-ibn-Abdalkerim and his partners in the exploitation of the mine referred to? And has Alhadj Abdalhamid the right to give it to another, or not? We ask for an answer to this question. God repay you for us with blessings and give you Paradise.

Opinion.

The answer. O God (grant) guidance to truth!

Know, O thou that askest, that this lease is null and void and invalid. *Zamil-ibn-Ibrahim has no right to disturb Alhadj Abdalhamid and his partners in the user of the mine referred to.* Alhadj Abdalhamid has a right to give it to another, even for purposes of trade, for mines are common property of the Moslems and no one has a right to make them his absolute property, and God knows it best!

Written by Hassan Mohammed-ibn-Ali Abdallah, servant of the Law at Doli.

(L.S.)

Annex 31.

*Question.**

What is your opinion—God multiply such as you!—in regard to the lease of this mine?

Is it valid or not? Has Zamil-ibn-Ibrahim a right to disturb Alhadj Abdalhamid-ibn-Abdalkerim and his partners in the exploitation of the mine referred to, even if it is for trade purposes? And has Alhadj Abdalhamid a right to give it to another for the purpose of trade, or has he not? Explain it to us and you will be rewarded.

Opinion.

The answer. O God (lead us) to truth.

Zamil-ibn-Ibrahim has no right to disturb Alhadj Abdalhamid and his partners in the exploitation of the mine referred to, even if it be for purposes of trade, and he† has a right to give it to another, and God knows it best.

Written by Abdarrahman-ibn-Faris.

(L.S.)

Annex 32.

In the name of God the Highest!

From Asharidja to Lingah. 19 Rebi II, 1323 (23rd June, 1905).

To the honoured brother Alhadj Hassan-ibn-Ali Sammih, God the Highest keep him well! Peace be with you and the mercy of God and his blessings, and kindest

* The question and opinion relate to annex 29.

† Note of translator (Oriental): Alhadj Abdalhamid is meant.

greetings! I have received all your letters, and was very glad to hear that you are well. And what you sent by the woman has arrived, God bless you and preserve you as a protection in misfortune, Amen!—Further; As regards the money for the hire of the boat, my son Isa had spoken to me about it before the arrival of your information, and I intended to pay it; but when I learnt from the contents of your letter that the owner of the boat has money lying with you, I told my son Isa that if he were asked for the money he was to allow the matter to be made the subject of a lawsuit before us, and D.V. we shall do all we possibly can. Further, as regards Sayid Albahrani, I keep a look-out for him, but he has no business connections; I never see anything of him, he lives entirely with his relations. That is the reason for my not having done anything; it is not from inattention. Further, we ask you to inform us about the result of the exertions of brother Abdallah-ibn-Hassan concerning the red oxide at Calcutta, and also about the second *decision which you communicated to us, namely that you wanted to sell the red oxide from Abu Musa for a fixed price*; so far we have not heard how the matter ended. If Abdallah has been engaged in lawsuits at Calcutta for the last four years, and has been making incredible exertions in this hopeless matter, and his stay at Calcutta necessarily costs money, and he requires an income, what is the use of this long stay, as nothing can be done with the red oxide? It would surely be better for him to return and other arrangements to be made. People cannot go on for years making all kinds of schemes and barren speculations. *Further, how about Ali Ahmed Salih's share, now that he is dead? If the granting of the share was conditional on his acting as overseer, the share of course lapses now that he has ceased to act, and becomes the property of the whole company.* I hope you will be able to send me good news about the progress of my son Abdallah, after the unpleasant news I have had. Let us always hear that you are well, and remember me to all the sons and brothers, and greeting. My son Isa greets you.

ABDALLATIF-IBN-ABDARRAHMAN.

Annex 33.

I hereby declare that on the 17th March, 1908, at Bunder Abbas, Nedjef-ben-Nakhoda Ali, in the presence of Ghullum Ali Khorassani, representative of the firm of Jamshid Bahemon, offered to sell me the share certificate of his father, as well as all papers and correspondence relating to the red oxide business on the Island of Abu Musa which are in his hands.

Nedjef wants from 4,000 to 6,000 rupees; I knew that Hage Hassan-ben-Semey, Abdulla-ben-Hassan, and Isa-ben-Abdullatif disputed the validity of the share certificate, and had declared that it was personal and lapsed with the death of Hage Nakhoda Ali; for these reasons I declined to buy the papers at this high price.

On this occasion Nedjef further declared, *that he had no objections to raise to the Contract which Hage Hassan-ben-Ali Semey and Co. had concluded with the firm of Robert Wönckhaus and Co., and that on the contrary he was very well pleased with it.*

I am prepared if necessary to confirm on oath the accuracy of the above statements.

THOMAS BROWN.

Lingah, December 17, 1908.

The above signature of Mr. Thomas Brown, representative of the firm of R. Wönckhaus and Co., of Lingah, is hereby attested officially.

The Imperial Consul,
LISTEMANN.

Lingah, December 17, 1908.

Annex 34.

From Bushire, 11 Ramadan, 1324 (30th October, 1906), to Lingah.

Much honoured Mr. Alhadj Hassan Ibn Ali Samaih, may God make your honoured life happy!

We have to inform you: We have previously written you a number of letters, and have communicated to you what was necessary, especially in regard to the agreement

which you have concluded with the German concerning red oxide. We have received and read your honoured letter, rejoicing to hear that you are well, and have noted its contents. You mentioned that it was desirable that this agreement should be kept secret. Certainly it is necessary that the agreement should be kept secret, but not from the partners, but from others,* and these words of yours surprise us. And you must send the copy of the agreement, as we mentioned, in order that we may see *whether it is possible for us to sell the red oxide at a better price than the first, or get more favourable conditions, or whether we can get the agreement cancelled or not, if it is possible to sell at a higher price.* It is absolutely necessary that we should see this agreement, and we hope you will send it, only because we must see it, and not for any other reason. And rest assured that *if we are not sure of getting a higher price we shall not get the former agreement cancelled.* And do not have any evil suspicion of us, for we are your friend and have no evil thoughts, and we hope you will send the copy.

Yours faithfully, your friend,

ARSHAM TEKRAN MALCOLM.

Annex 35.

[Compare enclosure 6 in German Memorandum communicated January 1st, 1908, and Appendix 12; to British Memorandum of the 10th July, 1908.]

In the name of the Highest!

From Ashuridja, 21 Rebi II, 1324 (14th June, 1906).

To the much honoured, faithful brother Alhadj Hassan-ibn-Ali Samaih, God the Highest keep him well.

Peace be with you, and the mercy of God and his blessings and kindest greetings! We have received your honoured former letter and the present one, and we were glad to hear that you were well and what you said in regard to the red oxide mines. *Thank God you have sold to the German Wönckhaus,* at 15*s.* per ton; the extraction of 2,000 tons annually is agreed upon; you have to bear all costs, and the price is not. *Now it is to be hoped that all is well, and that there will be joy after sadness. Brother Abdallah will arrive in any case to superintend the work, for without him I don't think the work can be done.* But take care not to enter into an agreement which looks like a lease, or into an undertaking, leading to gossip and disputes, or even complaints and lawsuits. For you see, it is unpleasant to our rulers—they will not allow it. But thank God you are wise, and will not be negligent and careless, and allow yourself to be caught, for now-a-days everybody is setting traps to catch people in. I hope you will not be neglectful. *The object* (of the letter) *is* (to express) *our pleasure at this news,* if we are to be spared the annoyances of this life more than in the past. So much, and greeting!

ABDALLATIF-IBN-ABDARRAHMAN.

Annex 36.

[Compare enclosure 8 in German Memorandum communicated 1st January, 1908, and Appendix 16 to British Memorandum of the 10th July, 1908.]

In the name of God the Highest!

To the much honoured brother Alhadj Hassan-ibn-Ali Samaih, God keep him well!

Peace be with you and the mercy of God and his blessings! I have received your esteemed letter, and have understood what you said. We have read the copy of the agreement which you have concluded with the German regarding the sale of the red oxide at Abu Musa. My son Isa does not agree to the conclusion of an agreement in those terms, but you did not ask for his advice, nor did you consult with him, nor did you send him a copy of the agreement before the conclusion of the matter with the German regarding the red oxide, so that there is now an estrangement between you two. You commit yourself in a definite, clear manner, whereas the partners surely may not commit themselves in a matter without ascertaining the views of the whole

* Note of translator (Oriental): or this may mean "from enemies."

body, in order that difficulties may not arise. But you committed yourself in this matter without consultation. Therefore my son Isa does not agree to this contract which has been concluded between you and the German, for he apprehends difficulties from the participation of foreigners in this business. *It is better to try to cancel the agreement than to do as he (the German) wishes.* And you have been informed before this that an association with the German in the red oxide matter should not take place, because it was to be feared that it would lead to unpleasant consequences. That is what my son Isa says. I have communicated it to you for your information, and greeting.

ABDALLATIF.

8 *Dulhidje*, 1324 (*January* 23, 1907).

Annex 37.

The Arabian Mission, R. C. A.

Mr. C. Eisenhut, Robert Wönckhaus and Co., Bussorah:

My dear Mr. Eisenhut, *Bussorah, February* 5, 1909.

REPLYING to your communication of a few days since, in which you ask me to define an Arabic sentence, I wish to report as follows:—

استبطال هذه المقاوله خير من اجابتها

I.—استبطال is the Masdar of the Xth conjugation of the root بطل. The verb بطل is an intransitive verb signifying *to be repealed, to be abolished.* The second conjugation بطّل on the measure فعّل makes the verb transitive, and the Masdar (German infinitivus) indicates *nullification, abolition, repeal.* The fourth measure ابطل (افعل) likewise makes the intransitive verb transitive.

It is the function of the Xth conjugation to impart to the IInd and IVth measures the significance of *a desire to, an asking to, a seeking to, a considering,* and occasionally imparts reflexive meaning.

Vide Palmer's Arabic Grammar, p. 31.

Vide Socin's Arabic Grammar (Berlin, 1895), p. 29, § 26.

Cf. also استخبر اللهَ استغفر اللهَ, &c.

Cf. also the standard Arabic dictionary "Qatr-el-Muhit," *in loco.*

استبطال signifies "*a desire or request to nullify, or abolish.*"

II.—مقاوله هذه المقاوله, root قال, to say, speak. The form مقاوله means a conference, a conversation, dispute, &c. Then by derivation *an agreement*, but usually *a verbal agreement.* For "a written agreement" معاهدة would be properly used, though there is locally in Bussorah some looseness in the use of this word.

III.—خير, from the root خار, meaning *to be good, to be merciful.* خير signifies *better, preferable*, with no implication of compulsion except that of a *moral obligation.*

E.g., in the Moslem call to prayer at dawn: الصلوة خير من النوم ("prayer is better than sleep").

E.g., خير يه (charity).

E.g., جمعية خير يه (a charitable society).

Cf. Matthew xviii: 8 Van Dyck's version.

Cf. Matthew xviii: 8 Jesuit version.

IV.—اجابتها, root جاب.

The IVth measure اجاب signifies to respond, reply, implying no compulsion.

إجابة signifies *a favourable answer or reply, compliance with a request.* *Cf.* Wortabet Dictionary, *in loco.* اجابة is wider than قبول (acceptance), inasmuch as قبول may

mean acceptance or compliance *per force*, as, *e.g.*, a man imprisoned accepts (قبل) his fate, but a free man exercises إجابة when he accepts a favour, a gift, &c.

اجابة signifies acceptance with complete obedience, but also with assent. (مع الرضا). *Cf.* "Qatr-el-Muhit."

The obvious meaning of the sentence therefore is:

"*The desire to nullify or repeal this* (verbal) *agreement* is better than (preferable to) an assent thereto."

Respectfully submitted.

REV. JOHN VAN ESS, M.A., *Chairman, Language Examination Committee, Arabian Mission.*

Annex 38.

In the letter of Abdellatif to Hassan Samaih, of 8, Dülhidjé, 1324 (23rd January, 1907), the following passage occurs:—

استبطال هذه المقاولة خير من اجابته (istibtāl hādihi 'lmuqāwale chair min idjābethu).

The first word استبطال does not appear in the dictionaries; but according to the analogy of such formations it can only be translated: "the wish (or endeavour) to bring about an annulling" (the annulling itself would be تبطيل (tabtīl) or إبطال (ibtāl), see, *e.g.*, Hava, Arabic-English Dictionary, Beirut, Catholic Press, 1899, p. 36: "بطّل وأبطل to annul, to cancel [a deed]").

The last word اجابته (idjābethu) can on account of the masculine pronoun *hu*, only refer to one of two preceding words:

1. "My son Isa," or the "he" in the subordinate clause referring to "my son Isa"; "for *he* apprehends difficulties from the participation of foreigners in this business."
2. "The German."

It cannot refer to Isa, because that would have no meaning. So that the *hu* in idjābethu can only refer to the German, and that makes sense; for أجاب (adjāb) (with accusative of the person) signifies: "to answer someone, to agree with someone, to comply with the wish of someone." The meaning of the sentence is therefore: "*it is better to aim at the annulment of this agreement than to comply with his (the German's) wishes.*"

The opinion of the missionary van Ess on the passage agrees with mine in regard to استبطال (istibtāl). He does not explain the word اجابته (idjābethu), but alters it to اجابتها (idjābethā).

The view that the wrong pronoun (masculine instead of feminine) is used here, as happens not unfrequently in these documents, and that it is justifiable to substitute the "right" pronoun, is erroneous, for the reason that after the verb أجاب (adjāb), the accusative, which here appears as an affixed pronoun, can only denote a *person*, and not a thing; but if the word were إجابتها (idjābethā), the reference would be to a thing, viz., the مقاولة (muqāwale: "agreement"). The translation "an assent thereto" is incorrect.

Prof. Dr. MARTIN HARTMANN.

Hermsdorff, near Berlin, November 20, 1909.

Annex 39.

[Compare Inclosure 10 in German Memorandum communicated January 1, 1908, and Appendix 17 to British Memorandum of July 10, 1908.]

In the name of God the Most Merciful!

From Asharidja to Lingah. 12 Safar, 1325 (27th March, 1907).

To the honoured Alhadj Hassan-ibn-Ali Sumaih, God the Highest keep him well!

After greeting, &c. (we inform you): We have received your honoured letter and noted its contents. When we received your communication to the effect that you had sold to the Germans 2,000 tons a-year of the red oxide of the Island of Abu Musa, the price of which was 15*s.* for each ton, we sent you the reply, dated 21 Rebi II, 1324 (14th June, 1906), *from which (our) satisfaction appears*, but which contains a warning against entering into an agreement which looks like a lease or into an undertaking leading to gossip, because our rulers will not allow anything of the kind, and we asked you to secure us against the annoyances of this life. The letter must have reached you, and you must have understood its contents. After we had asked you several times to send us a copy of the agreement, you did so on the 5 Dulkade, 1324 (21st December, 1906); it was in English, and we acknowledged its receipt in our letter dated the 6 Dulkade, 1324 (22nd December, 1906); and when we had found a translator, and got the translation, we discovered that you had rushed into the very thing against which we had warned you, and that you have bound yourself by lease. Therefore (my) son Isa does not agree to this contract, which takes away all power of disposal and exploitation of the red oxide mines of Abu Musa. We have so informed you before this in a letter dated the 8 Dulhidj, 1324 (23rd January, 1907), at the time when the contents of the agreement became clear to (my) above-mentioned son. A perusal of the enclosed translation of the agreement will show you that the thing is not, as you previously wrote us, a matter of buying and selling, but a leasing business, against which we have warned you.

Sheikh Sakar-ibn-Khalid does not agree to your leasing the red oxide to foreigners of a foreign Power, and considers that the agreement was that they, the partners, were to work themselves, as you did a few years ago, and not that you should give a lease.

This is what it was necessary to explain. We have informed you in order that you may know it and may act in such a way as to secure all from complications; and greeting.

ABDALLATIF-IBN-ABDARRAHMAN.

Annex 40.

In the name of God the Highest!

To the much honoured faithful friend Alhadj Hassan-ibn-Ali Sumaih, God the Highest keep him well.

After greeting, &c.: Replying to your letter, in which were enclosed the papers of the Memorandum of Association for the signature of the partners, and other papers for the information of the partners, regarding the extraction of red oxide and mica (we have to state that): We have shown the letter to your partners, and their reply is (as follows):—

1. You fixed the sum of 4,000 rupees as the price of the four large boats before you consulted them, and it is not clear to them whether the four boats have been employed from the date of the lease of the red oxide mines.

2. The red oxide mines, the rent of which is 250 reals a-year, cannot bear the cost of eight boats at high figures while the amount of oxide extracted is small.

3. It was not necessary to estimate so much for the workmen's accountant and for food, &c., when such things surely do not disappear suddenly from the island. Also it is possible, by (good) arrangement, for the workmen to work for twenty days before the arrival of the ship, and it is possible for them to extract a great deal in that time; other shippings should not be thought of till afterwards. To extract the red oxide from the ground and then leave it lying in the island is too expensive. It is now evident that shipping to India leads to loss of time. The people ask for samples; if they can get samples they give orders, but not otherwise. It is clear that the work was carried on

assiduously without the existence of a demand; only the expenses are evident, and God only knows what is the use of it! As regards the ship on which was dispatched the red oxide for the firm of Asfar, on whom you drew the bill, the partners do not know how the business ended; apparently the expenses were not covered. Mines out of which so small a profit is made need not necessarily be worked with such assiduity. The reply of the partners is therefore: for these red oxide mines four boats are sufficient—two to hold 100 sacks each and two 150. And as the place of shipping is near, each boat can load and unload four times a-day, and the two boats that hold 100 sacks each can load and unload on the (different) sides of the island. Since the revenue from these mines is small they will not bear such heavy expenses. The partners count on getting a profit out of these mines, but if there are endless heavy expenses they cannot get rid of the idea that they are being asked to put their hands in their pockets and pay. In short, *your placing eight boats in the service of the red oxide mines has not been accepted.* This is the view of your partners; and greeting!

ABDALLATIF-IBN-ABDARRAHMAN.

9 *Ramadan*, 1316 (*January* 21, 1899).

Annex 41.

12 *Shawal*, 1318 (*February* 2, 1901).

To our much-honoured, faithful friend, Alhadj Abdallah-ibn-Hassan Sumaih. God the Highest keep him well, protect him, and grant him a long life!

After enquiring about your precious health (we inform you):—

A letter to you has already been sent off by this post, and we informed you of what was necessary, but now we find that we have to write you this letter. We have received your letter of 23 Ramadan (14th January), and have taken note of what you have told us about your claim against Abdarrahman-ibn-Kazim. We are of opinion that *you* are in a position to sue him if you lodge a claim against him for that loss and damage. *But we cannot put in the claim against him even if we are one of the partners. For the right to do so does not belong to each individual partner.*

We have not written him any letters so far, and nothing has occurred between us and him which would make it possible for us to do so. *Now, if, for example, the Strick company, which has partners, puts forward a claim against somebody, the right to put forward the claim does not belong to each of the partners, but only to some one particular person.* If you hand in the claim at Lingah it may possibly be of use, and you may be able to get the damages and all costs from him. For the owner of the ship is the cause of the loss and damage, considering the instructions which you previously gave him. That is our opinion on the matter. Good health to you!

ARSHAM AND TEKRAN MALCOLM.

And as regards the shells on the rocky coast,* I have sent you some in order that you may know about it. I send you greetings and congratulations, and I am working hard to get your intentions carried out and to serve you.

Written by Muhammed Hussein.

Annex 42]

Haji Hassan-ben-Ali Sumaya, Lingah:

Dear Sir, *Bushire, November 7, 1907.*

We are in receipt of your letter in Persian, but as our Mirza is absent we are constrained to write you the present in English.

Respecting the Abu Musa affair, as you are a British subject we would suggest your communicating direct with the consul-general here on the subject.

With our best compliments and congratulation for the Eed,

Yours faithfully,

A. T. MALCOLM.

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* Note of translator (Oriental): the translation of these words is not certain.

Annex 43.

July 13, 1902 (7 *Rebi II*, 1320).

To our much honoured, beloved friend *Alhadj Hussan-ibn-Ali Samaih and Company.*

After inquiring as to your honoured health (we inform you): We wrote you a letter on the previous occasion and made the necessary communications to you, and we now inform you that we have received a telegram from Mr. Strick stating that he wants 500 to 700 tons of the red oxide of (the island of) Ibn* Musa at the price of 7*s.* 6*d.* per ton, to be delivered alongside of the ship, and he will pay you the price by bill on Bushire or in krans, on presentation of the bill of lading according to weight.

The transaction is subject to the following conditions:—

1. The number of its (the oxide's) quality must be the same as that of the red oxide (of the cargo) of the ship "Sigrid," or it may be superior, but not inferior.

2. You are bound from the time of the shipping of this red oxide for a period of six months not to sell red oxide to anyone in Europe or to ship it to Europe yourself; for the passage to Lingah twenty to twenty-five days from the date of shipping will be reckoned. Further, you are bound to guarantee that the quality is equal to that of the red oxide carried on the ship "Sigrid," and you likewise guarantee that during the period mentioned the red oxide will not be shipped to Europe by you or by anyone else; but there will be no harm in your sending it to India or Calcutta. You are bound to accept or refuse the transaction, so please inform us by telegraph viâ Muscat or Jask; we inclose in this letter two draft telegrams—one of acceptance and one of refusal. If you accept we will negotiate further about the freight.

Make sure of the weight, so that there may not be too little; you must ship the article fully up to weight and without flaw. We have to inform you further: If, during the six months period of delay fixed, Messrs. Strick wish to buy red oxide from you, you are bound to sell it for that price and on the conditions mentioned.

ARSHAM AND TEKRAN MALCOLM.

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[177] No. 2.

Mr. Marling to Sir Edward Grey.—(*Received January* 3, 1910.)

(No. 002. Confidential.)

Constantinople, December 27, 1909.

Sir,

I HAVE the honour to enclose copy of an interesting article in the "Jeune Turc" on the subject of the colonisation of Mesopotamia by Jews from Russia and Roumania.†

The writer, Jellal Noury, is a Cretan, who was associated in journalism with the deputy Ebbuzia Teofik. The latter, during his visit last year with the Ottoman deputation to England, began to develop what may be called anti-semitic symptoms, and has since, in his paper the "Tasfir-i-Evkiar," published several articles warning his countrymen against the dangers to be anticipated from the would-be exploitation of Turkey by unscrupulous Jewish financiers.

Jellal Noury quarrelled with him and then started a paper of his own with Jewish financial support. In the present article, which bears traces of being inspired by his financial backers, he holds out to the Ottoman Government as a bait in support of his advocacy of the colonisation of Mesopotamia by Jews, the argument that if Jews are thus interested in that part of the Empire, their capitalists will accommodate Turkey with the sums necessary to balance the recurring deficits in her budget.

As is well known, the Sionists and the Jewish colonisation societies differ somewhat as to whether Jewish colonisation should be directed solely to Palestine or to other countries, and since the revolution in Turkey the tendency to bring about the fulfillment of the prophecies by introducing masses of Jewish colonists into Mesopotamia as well as Palestine, has become decidedly pronounced. Those regions whose inhabitants, including tribal nomads, number barely 2,000,000, cannot be developed by irrigation works, &c., without a larger population, and one idea has been to introduce Indian Moslems from districts which are cultivated by irrigation. There would certainly be less friction on the score of religion between them and the native Mahommedan

* Note of translator (Oriental): *Sic.*, for Abu Musa.

† Not printed.

Arabs, who would be strongly adverse from wholesale immigration of Russian and Roumanian Jews.

One of the committee deputies recently stated that in the secret Young Turk meetings to discuss the Lynch question the Jewish deputies, whether from Bagdad or other parts of the Empire, were quite noticeably bitter in their opposition to the scheme, and it may well be that in view of Jewish aspirations in Babylonia, they wish to prevent the formation of any company without their participation in its control.

The rôle played by Jews, and especially by the crypto-Jews of Salonica, in the recent Ottoman revolution has been remarkable, and has gained them very special influence in Young Turk counsels.

During the last years of the late Sultan's reign Theodor Hertzl, the Sionist leader, twice visited Constantinople, and in audiences with Abdul Hamid, broached the subject of the unrestricted immigration of Jews into Turkey, and especially in Palestine. The ex-Sultan, however, frowned on such projects, and put every obstacle in the way of any extensive introduction of foreign Jews. His attitude was bitterly resented by Jews and those of Salonica, who are nearly all Freemasons affiliated to the Grand Orient and Italian lodges, and are the most intelligent and enterprising element in Macedonia, rendered every assistance to the Young Turks. Many of the latter became Freemasons, and thus obtained the shelter and secrecy of the lodges for working their organisation to overthrow the ex-Sultan's system of Government. After the mutiny of the Constantinople garrison on the 13th April last, a movement which was partly directed against the Jewish and Freemason members of the committee, Carasso, the Jewish deputy for Salonica and master of one of the principal lodges there, is reported to have displayed a fierce zeal in advocating the advance on the capital and the dethronement of the Sultan. On the 24th April he had the satisfaction of being spokesman of the deputation which communicated to Abdul Hamid the decision to depose him; while immediately after the ex-Caliph had been imprisoned in a villa belonging to the wealthy Jewish bankers of the committee, the Jewish papers of Salonica published articles exulting in the overthrow of the "enemy of Israel."

The same note is struck in the seventh paragraph of the leader of "L'Aurore" (the principal Jewish paper of this capital), on the subject of the ninth Sionist Congress now being held at Hambourg. As will appear from the perusal of the copy which I have the honour to enclose, it states that this ninth Congress will probably have a "decision of importance." "The previous Congresses have had to face the despotic rule of one man, the distrustful eye of a tyrant. The present Congress will lay down the practical lines necessary to attain its end." In another article in the same paper the Young Turkey leader, Dr. Nazim, speaks of the Ottoman Government's intention of spending some £T. 5,000,000 on settling foreign immigrants, including 200,000 Jews, in the Macedonian provinces. From the above and other indications it would appear that the Jews have rendered enormous services to the Young Turks, and as their *quid pro quo* they not unnaturally aspire to the economic capture of Young Turkey, and the realisation, especially in Palestine and Mesopotamia of their "national" projects.

The Turks are in a pre-economic stage of development, and have need of the assistance of an economic element for the industrial development of the Empire. The Jews, profiting by the Turkish distrust of the native Christians, are supplying that element, and, being an intelligent, enterprising, and wealthy race, they are certain to contribute to the progress of the country. The danger lies in the Young Turks wishing them to do so to the exclusion of other economic elements such as the Armenians, Greeks and Bulgarians. The latter will not look with favour on the settling among them in Macedonia of 200,000 Jews, and it seems a doubtful policy to make good the deficiency of population by importing Russian and Roumanian Jews, when some thousands of useful Armenians have just been massacred, and the Government still hesitates to punish adequately the real perpetrators, and thus prevent a repetition of such methods of further reducing an eminently economic and businesslike element. I mention that a project for settling Jews on the ownerless lands of massacred Armenians in the Adana district was at one time entertained. A Mr. Albert Nossig, of Berlin, who represents societies interested in the immigration of Russian and Roumanian Jews into Mesopotamia, has just paid a long visit to Constantinople, during which he had several interviews with the Grand Vizier, Talaat Bey, Minister of the Interior, and other prominent Young Turks. He pronounced himself satisfied with the reception by them of his proposals. I may mention that at one of the Freemason lodges here, of which the Minister of the Interior is master, there are practically only Turkish and Jewish members. Since the downfall of the Hamidian régime Free-

masonry has been making a rapid stride in this capital, where two new lodges have recently been founded, the "Constitutional" and the "Resha." The former is Talaat Bey's lodge, and the latter, called after the native place of Nazi Bey, has his brother Osman Fehmi as master.

I may add that the German Embassy here has for some time back been paying special court to the Jews, the reason being apparently twofold, namely, to strengthen their position by profiting by the great influence of the Jews in Young Turkey circles and to obtain Jewish support in matters of concessions and business orders of the Turkish Admiralty and War Office, where the Jews have formed a practically impenetrable ring.

I have, &c.
CHARLES M. MARLING.

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[184] No. 3.

Mr. Marling to Sir Edward Grey.—(Received January 3, 1910.)

(No. 1000.)
Sir, *Constantinople, December 28, 1909.*

HAVING noticed a statement in the Euxine and Marmora Development Syndicate's letter to you of the 18th ultimo (Confidential print section 12411 of the 19th of last month), that the co-operation of Russian capital in the construction of the projected railway from Samsoon to Sivas had been procured through Rossolato Bey, I asked the Russian Ambassador a few days ago what he knew of the matter.

M. Tcharikoff said that Dr. Rossolato was a Russian subject, and the lawyer who usually took charge of the interests of Russian subjects in their relations with the embassy. Early last October Dr. Rossolato had enquired what the attitude of the embassy would be to the proposed scheme in which he hoped to interest the National Bank of St. Petersburgh. M. Tcharikoff had replied that he was generally in favour of the scheme, but he would give no definite answer until he knew the views of the Minister of Finance, whose permission was requisite before Russian capital could be invested abroad; since then he had heard no more from Dr. Rossolato, from which he concluded that the National Bank (M. Tcharikoff seemed rather doubtful as to the name of the bank, as he also called it the "International" and the "Commercial") had not taken any very favourable view of the proposal, nor had his own report to the Minister of Foreign Affairs elicited any instructions.

Rossolato Bey was at one time legal adviser to the department of mines and forests; he possesses no capital of his own.

In connection with this railway project, I may mention that, according to the "Stamboul" of the 3rd instant, a party of engineers headed by MM. Dumas and Briquet has been sent by the Régie générale des Chemins de Fer to survey the country to be traversed and left for the interior at the end of November.

I have, &c.
C. M. MARLING.

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[189] No. 4.

Mr. Marling to Sir Edward Grey.—(Received January 3, 1910.)

(No. 1005.)
Sir, *Constantinople, December 29, 1909.*

WITH reference to my despatch No. 975 of the 21st instant, I have the honour to report that, from telegraphic information sent at my request by His Majesty's consul-general at Bagdad on the 26th instant, it appears that there is a very strong and universal feeling there against the proposed Lynch-Hamidieh fusion. Great agitation has been worked up, particularly in commercial circles, against the arrangement, chiefly, Mr. Lorimer thinks, under the impression that the new combination will be given preference in trade over other commercial interests. Before Bairam there was organised a regular popular demonstration against the arrangement, both at Bagdad and at Kazimie, and it seems not unlikely that this agitation will be resumed again. Patriotic feelings have been appealed to and also religious sentiments, and people on the spot, who have means of judging of the demonstrations, are inclined to fear real

disorders. I have telegraphed to Mr. Lorimer, in reply, that the draft convention contains guarantees against such preference; and I trust that he may be able to do something to counteract the agitation which is being engineered in the district.

This morning's papers allude to recent disturbances at Bagdad in connection with this business, but I have received no news from Mr. Lorimer tending to confirm this.

I have, &c.
C. M. MARLING.

[46723] No. 5.

Sir Edward Grey to Sir G. Lowther.

(No. 1.)
(Telegraphic.) P. *Foreign Office, January 3, 1910.*

PROPOSED fusion of Lynch and Hamidieh navigation interests. Mr. Marling's despatch No. 975 of the 21st December.

If, as stated to Colonel Picot, by Haladjian, question of compensation is now the only point in the convention still in dispute, Mr. Lynch would assent to a scheme of fusion if the Porte would (1) agree that any public body or company, excluding the Turkish Government, to whom a concession for irrigation might be given, should be required to compensate the navigation company as a whole if the river is rendered non-navigable; and (2) agree that in the event of a sinking fund being created by the new company to provide compensation for itself against damage to navigability of rivers, the fund should be used entirely to paying off British, but not Turkish block of original shareholders. Latter, being identical with Turkish Government, would clearly benefit by establishment of irrigation works, from which they could recoup themselves for loss of navigation; but former would be unable to participate in this source of compensation.

In respect of any future emissions of capital, all shareholders would participate in such a sinking fund.

Discuss these suggestions with Mr. Whittall, and give him support when and in whatever manner you may judge advisable, in putting forward first or both of them.

But it will be necessary to obtain some assurance that irrigation works would be conceded to some foreign company if the first suggestion is put forward without the second.

[46728] No. 6.

Sir Edward Grey to Sir G. Lowther.

(No. 1.)
Sir, *Foreign Office, January 3, 1910.*

I HAVE received Mr. Marling's despatch No. 980, Confidential, of the 20th ultimo, copy of which has been sent to the British vice-consul at Mosul for his guidance in the matter of the Nestorians of Elkosh. I approve the terms of this despatch, and I concur in the view that it is undesirable for His Majesty's embassy or for Mr. Young to intervene in the dispute.

I am, &c.
E. GREY.

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[543] No. 7.

Sir F. Cartwright to Sir Edward Grey.—(Received January 5.)

(No. 2.)
(Telegraphic.) P. *Vienna, January 5, 1910.*

TURKEY.

In my conversation with him to-day, Count Aehrenthal remarked that, in his opinion, the new régime at Constantinople had taken a step backward in the appointment of Hakki Bey as Grand Vizier, and not a step forward. He thought Hakki was an honest man, but one who, instead of asserting himself, would merely be an instrument of the committee. His Excellency deplored the latter's continued intervention in the control of the Government; this intervention did not promise well for the development of the constitutional régime on peaceful lines.

The Minister also alluded to the Lynch concession. If the development of the resources of the more remote provinces of the Empire were too rapidly commenced, with European help, the committee, he seemed to think, would soon be alarmed.

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[923] No. 8.

Sir G. Lowther to Sir Edward Grey.—(Received January 10.)

(No. 3.)

Sir, *Constantinople, January 3, 1910.*

WITH reference to my despatch No. 464 of the 21st June last, I have the honour to report that a settlement has been reached in connection with the claim of certain merchants in Aden for compensation for loss suffered through piracy committed on their goods while being transported on the barque "Johara." The distribution of the various payments claimed has now been carried out, and His Majesty's vice-consul at Camaran reports that he has seen the receipts for these sums.

I have, &c.

GERARD LOWTHER.

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[925] No. 9.

Sir G. Lowther to Sir Edward Grey.—(Received January 10.)

(No. 5.)

Sir, *Constantinople, January 3, 1910.*

WITH reference to my despatch No. 971 of the 13th December, 1909, I have now received news from Mosul of a further encounter which has taken place between Sheikh Barzani's people and the two battalions of troops which were left in the Acra district in case of eventualities; it appears that Barzani sent two emissaries into camp to demand a parley; the men were seized and the officer in command, instead of attempting to come to terms, at once attacked the sheikh, but was routed with some loss. Reinforcements had to be dispatched from Mosul to his assistance, and from latest information received, the vali himself has gone to the scene of action with all available forces, leaving the city of Mosul entirely undefended, and leaving no capable person to take charge in his absence. The continuation of these repressive measures against Barzani is unfortunate, they are both expensive and ineffective, and while the villagers in the neighbourhood necessarily suffer a great deal, no one has anything to gain from them except the notorious Sabonji Pasha, who instigated the whole campaign, as it seems, on account of his personal animosity against Barzani.

The changes in the personnel of the courts at Diarbekr have now begun, and twelve men from various vilayets have arrived there to fill the vacant posts; among them several who are well known for their learning and honesty; great hopes are consequently entertained that the efficiency of the civil and criminal courts will be much increased.

The vilayet of Erzeroum is at present quiet, no crimes or cases of robbery of any importance having occurred during the past month; there have been, on the other hand, several arrests of importance, five Kurds connected with the murder of six Armenians recently at Adrejivas have been captured and conveyed to Van for trial; moreover, proofs of the complicity of Colonel Fethullah in the murder of the Armenian Harutine, of Melazgherd, having been discovered, the colonel has been arrested, and this measure has created a great impression among the Kurds; another scourge of the Armenians of South Sassoun, Papore Guendjo has also been imprisoned, and the Acting Vali Salim Pasha is showing laudable activity in repressing disorders generally. He has also begun reforming the administration and courts of the vilayet, compelling all officials to pass an examination before a special Tensikat commission and removing a number of corrupt officials, often against the wishes of his colleagues on the commission; in this way he has incurred a certain amount of unpopularity locally, but it is to be hoped that the central authorities will give him their support in his attempts at reform.

The first and second secretaries of the administrative council have been removed, as well as several corrupt Kurdish judges, and the powers of the cadi restricted; similar reforms are being carried out at Moush, Sairt, and Guendji, the chief drawback being the absence of good men to replace the officials who are being removed.

The old Hamidie regiments of the Van district, suppressed on the restoration of the Constitution, are now being reorganised as "tribal regiments," and Kurds are flocking in to enrol; the authorities declare that there is nothing now to be feared from these Kurds, who have received wholesome lessons to keep quiet, but the Armenians are nevertheless uneasy and anxious as to the future. Fehim Bey, who, as reported in a previous despatch, led his soldiers, contrary to orders, back to Van after operations against the Kurds, has been suspended by a commission of inquiry and sent to Erzingian, to be tried on suspicion of having received bribes from the Kurds to discontinue his operations.

From Jerusalem news reaches me that the Governor of Palestine, Soulki Bey, has resigned, partly on account of the constant interference of the Committee of Union and Progress, of whose party he is not a member, in the affairs of the country, partly owing to the difficulties encountered in trying to settle the Greek and native orthodox ecclesiastical questions, and partly also from differences with the commission for the revision of officials.

I have, &c.

GERARD LOWTHER.

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[931] No. 10.

Sir G. Lowther to Sir Edward Grey.—(Received January 10.)

(No. 11.)

Sir, *Constantinople, January 4, 1910.*

WITH reference to Mr. Marling's despatch No. 973 of the 14th December last, I have the honour to report that the Public Works Committee of the Chamber yesterday presented a majority report approving the Senate's proposal that all concessions, whether laying any charge on public funds or not, must be submitted to the approval of Parliament, and that it is stated that as soon as Hakki Bey has formed his Cabinet a law for regulating the grant on concessions based on this principle will be pushed through Parliament as speedily as possible, perhaps by the beginning of next week.

It is, I fear, quite impossible to obtain any settlement of the Mesopotamian navigation question without the scheme being brought before Parliament, and Mr. Whittall has thought it worth while to inform Mr. Lynch of the above facts, so as to give him the opportunity, should he think it advisable, to conclude the convention as it stands, but with the addition of a short clause renouncing any claim to compensation in the event of navigation being interrupted or entirely suspended by the projected irrigation scheme.

I am personally disposed to the opinion that even should Mr. Lynch decide to take this course it would be extremely difficult to induce the Ministers to conclude the convention even on these terms, or indeed to carry on negotiations for the settlement of this question until the new Grand Vizier has had time enough to examine the question himself.

When Mr. Whittall called at the embassy this morning I had not yet seen your telegram No. 1 of yesterday, and have not therefore had an opportunity of discussing the alternative proposals suggested in it

I have, &c.

GERARD LOWTHER.

[1342] No. 11.

Sir G. Lowther to Sir Edward Grey.—(Received January 12.)

(No. 17.)

Sir, *Constantinople, January 7, 1910.*

WITH reference to Mr. Marling's despatch No. 882 of the 3rd November, 1909, I have the honour to transmit herewith a copy of a memorandum by Mr. Weakley, commercial attaché to this embassy, furnishing information on the subject of the survey work for the projected Samsoun-Sivas Railway.

It would appear from the information contained in this memorandum that the construction of the projected railway, which will have a metre-gauge and will enjoy

no kilometric guarantees, is much desired both by the Russian and Turkish Governments, and it would seem likely therefore that the matter will now be pushed forward.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 11.

Memorandum by Mr. Weakley respecting the Samsoun–Sivas Railway.

I HAVE just seen an official of the Smyrna-Cassaba Railway Company, who has been with the technical commission sent by the Régie générale de Chemins de fer (Count Vitalis's group) to make the surveys of the projected Samsoun–Sivas Railway, and who returned here from Samsoun last Monday, the 3rd instant.

2. Mr. Thomson, the person in question, told me he had been instructed by the Paris board—the Smyrna-Cassaba Railway is under the administration of the Vitalis group—to study and report on the commercial prospects of the proposed line, as well as on the economic possibilities of the country through which such a railway would pass.

3. The technical commission left Constantinople for Samsoun on the 15th November last, and left the coast immediately for the interior, in order to get as much of the survey work done on the highlands of Sivas before the snow came. The commission, at the head of which is a M. Dumas, was formed into two parties after leaving Tokat, one party to survey the road over the Tchamli-Bel pass on to Yeni Han and Sivas, the other to work in a westerly direction to Zileh, by way of Soulu-Serai to Yeni Han and Sivas. The two parties had met at Sivas, and were to return coastwards yesterday, making surveys of the road from Zileh viâ Amasia to Samsoun. It is expected that the commission will not reach that port before the middle of February.

4. The Régie générale has, according to Mr. Thomson, made the necessary arrangements for interesting Russian capital in the enterprise, and these arrangements have been concluded with the Banque russe de l'Industrie et de Commerce, which perhaps may really be the Banque russe pour le Commerce étranger, a branch of which has recently been opened here. The Russian interest will not be a large one, but is sufficient to have disarmed any opposition which the Russian Government might have offered to the undertaking, and to create a lively interest in the project in Russian official circles. Before leaving Constantinople for Samsoun, M. Dumas had several interviews with M. Tcharikoff, who gave him letters for the Russian consul at Samsoun. The latter has been in constant touch with the commission, and the Russian Embassy receives regular reports of all the doings of the commission. Mr. Thomson has seen the Russian Ambassador, who seemed most interested in all the information Mr. Thomson could give him, and has urged an early visit to Paris, as it was most important no time should be lost in getting the concession.

Mr. Thomson informed he had received instructions since his return from Samsoun to leave for Paris at once, and he consequently leaves to-morrow.

Both the Turkish as well as the Russian Governments seem to be very anxious to begin the work of constructing the line as soon as possible; the Régie générale had not intended carrying out the surveys before next spring, but the urgency shown by both Governments has been such that the survey work had to be taken in hand immediately.

5. The Turkish project is that the line should be one of a metre-gauge, and the Russians favour that idea, as there seems to be some objection on their part to the possibility of the Samsoun Railway being joined on to the Anatolian system at any future time. The Régie générale hope to induce the Government to allow them to put down a normal gauge line, and the surveys are being made both for a narrow as well as for a normal gauge.

6. The concession will only be for a railway from Samsoun to Sivas, but it is expected that arrangements will be made to obtain authorisation to build an extension to Kharpout, and branches from Amasia to Narsivan, Tchorum, and perhaps to Yozgat.

7. No kilometric guarantee is to be given, and the construction of the port of Samsoun is to be included in the concession. M. Godard, one of the new technical advisers at the Public Works Department, surveyed the Samsoun roadstead last summer, and has prepared all the plans and estimates of cost. I understand the

Régie générale hope to obtain the port concession on terms somewhat similar to those granted to the Beyrout Port and Quay Company.

Negotiations have been proceeding for some time past, and these will be actively continued by M. Salandroze de Marne, chairman of the Régie générale, who is expected to arrive in Constantinople from Paris about the 16th instant.

January 6, 1910.

[1524] No. 12.

India Office to Foreign Office.—(Received January 14.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Viscount Morley, forwards herewith, for the information of the Secretary of State, copy of a telegram from the Viceroy, dated the 13th January, relative to the Abu Musa oxide question.

India Office, January 13, 1910.

Enclosure in No. 12.

Government of India to Viscount Morley.

(Telegraphic.) P. *January* 13, 1910.

PLEASE see your telegram dated the 16th November, 1909.

Messrs. Wonckhaüs have not yet removed oxide. It is now suggested by the German vice-consul that Wonckhaüs should accept suggestion that, as their contractor Hassan is not permitted to visit the island except under conditions which he will not accept, they should undertake shipment by their own coolies.

Unless I hear to the contrary I shall sanction this proposal, to which, on the whole, I see no particular objection.

[1342] No. 13.

Sir Edward Grey to Sir A. Nicolson.

(No. 14.)

Sir, *Foreign Office, January* 17, 1910.

WITH reference to my despatch No. 309 of the 29th November respecting the concession for constructing a railway from Samsoun to Sivas, I transmit to your Excellency herewith copy of a despatch,* as marked in the margin, from His Majesty's Ambassador at Constantinople, reporting on the survey work for this railway which is being carried out by the Régie générale des Chemins de Fer.

I request that your Excellency will endeavour to ascertain as soon as possible which group, if there is more than one, is being supported by the Russian Government in the competition for this concession.

I am, &c.
E. GREY.

[2118] No. 14.

Note by Major Cox respecting Abu Musa Oxide.—(Communicated to Foreign Office, January 19.)

VICEROY'S telegram of the 13th January.

There are three members of the Samaiyeh family at Lingah:—

1. Hassan-bin-Samaiyeh;
2. His brother, Hamad-bin-Samaiyeh;
3. His son, Abdulla-bin-Hassan-bin-Samaiyeh.

* No. 11.

Hassan and Abdulla are the partners in the oxide business. Hamad has always been employed by them to superintend operations of transporting and loading.

The German consulate have always been anxious to get us to consent to Abdulla-bin-Hassan frequenting the island unrestricted. I have always opposed this. He is a British subject, a very troublesome person, very hostile to our residency agent, and certain to intrigue and make trouble on the island if allowed to remain there without supervision. He being a British subject, there is no reason why we should give him access to the island if we consider it undesirable. We have no objection to his uncle Hamad going there, nor can the German firm have any valid reason for wanting to put their own coolies there.

They have no coolies of their own. What they would do would be to hire coolies at Lingah and send Brown, or their protégé Haji Ali Germani, to superintend them. If we agree to their doing that, in my opinion it would be advisable to keep a representative of our Lingah agency there all the time, with instructions to see that no German flag is hoisted at any time over their shelters, and that no additions to the jetty nor the erection of anything but date-mat huts be permitted.

I would emphasise the fact, however, that the simple conditions imposed on Hassan Samaiyeh were quite acceptable to him, and worked well before, and there is no reason why the case should be different now. The object of the German consulate in pressing the matter is simply to get rid of the residency's effective control over their operations in the island.

January 1910.

[2118] No. 15.

India Office to Foreign Office.—(*Received January* 19.)

India Office, January 18, 1910.

Sir,

WITH reference to the letter of this Office dated the 23rd November last (communicating copy of telegram from Secretary of State to Viceroy, of the 16th November, 1909), I am directed by Viscount Morley to enclose copy of a telegram from the Government of India* as to the suggestion of Messrs. Wönckhaus that they should undertake shipment of the oxide from Abu Musa by their own coolies, in view of the fact that their contractor, Hassan, will not accept the conditions attached to his visiting the island.

The conditions were stated in Major Trevor's letter of the 12th September last, enclosed in my letter of the 3rd November, 1909, and, as pointed out by him to the German vice-consul, their object was the maintenance of order upon the island. Subject to any observations that Secretary Sir E. Grey may have to make, Lord Morley is disposed to think that the conditions are reasonable and should be upheld, and that the Government of India should be instructed accordingly.

If Sir E. Grey should consider, however, that it is desirable on general grounds to offer no objection to the proposal that the German firm should place their own coolies on the island, it would appear advisable that a representative of the British agency at Lingah should remain there all the time, with instructions to see that no German flag is hoisted on the coolies' shelters, no additions made to the jetty, nor anything but "date-mat" huts erected.

It is also for consideration whether the firm should not be asked to state beforehand the date by which the operations will be completed.

Copy of a telegram addressed to the Government of India is enclosed.

I am, &c.,
R. RITCHIE.

Enclosure in No. 15.

Viscount Morley to Government of India.

India Office, January 17, 1910.

(Telegraphic.) P.

ABU MUSA. See your telegram dated the 13th January. Pending further communication, action should be deferred.

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* See No. 12.

[294] No. 16.

Foreign Office to India Office.

Foreign Office, January 25, 1910.

Sir,

WITH reference to Sir A. Godley's letter of the 24th June, 1908, relative to the claims of the German firm of R. Wönckhaus and Co. on account of the cancellation by the Sheikh of Sharga of a concession for the excavation of red oxide on the island of Abu Musa, I am directed by Secretary Sir Edward Grey to inform you that the reply of the German Government to the statement of the British case communicated to the German Ambassador on the 10th July of that year has now been received.

This reply, which has been very carefully and thoroughly prepared and contains a good deal of new evidence collected on the spot, is forwarded in a note expressing the opinion of the German Government that, if His Majesty's Government should decline to admit the grounds on which the German contention is based but should adhere to the view which they have hitherto held, the point at issue should be referred to the permanent tribunal at The Hague.

It appears to Sir E. Grey that, whether His Majesty's Government accept or decline this last proposal, it will be equally necessary to submit the new evidence now brought forward by the German Government to careful scrutiny on the spot and also to collect all the counter-evidence that can be obtained.

In these circumstances I am to forward to you six copies in translation of the paper in question, for immediate transmission to the Government of India, in order that the collection of material to furnish a reply to the new arguments adduced may immediately begin.

I am to add that a further letter, containing a detailed criticism of the German case as now presented, will be addressed to you in due course.

I am, &c.
LOUIS MALLET.

[3303] No. 17.

Sir Edward Grey to Sir G. Lowther.

(No. 20.)

Foreign Office, January 30, 1910.

Sir,

With reference to previous correspondence regarding the proposed fusion of the steam navigation interests on the Tigris and Euphrates Rivers, I have to inform your Excellency that Sir C. Hardinge stated, with my approval, on the 24th instant, in conversation with the Turkish Ambassador, that, if the proposed fusion should fall through, the concession of the present Euphrates and Tigris Company would still hold good, and that His Majesty's Government would give the company their full support in maintaining all its rights, and even in exacting compensation if some years hence the rivers should run dry owing to irrigation works undertaken by the Turkish Government.

I am, &c.,
E. GREY.

[3391] No. 18.

Sir G. Lowther to Sir Edward Grey.—(*Received January* 31.)

(No. 35.)

Constantinople, January 22, 1910.

Sir,

I HAVE the honour to transmit herewith a copy of a despatch which I have received from His Majesty's consul at Damascus containing a general report on his district for the quarter ending the 31st December, 1909.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 18.

Consul Devey to Sir G. Louther.

(No. 1.)

Damascus, January 2, 1910.

Sir,

I HAVE the honour to submit herewith my general report for the last quarter.

Just about the beginning of the quarter a Reform Commission ("Tansikat Commissioni") for reviewing the officials of the vilayet was organised, composed of chiefs of departments under the superintendence of the vali, and has been for the last two or three months engaged in reviewing the various departments in the vilayet, changing or dismissing officials or appointing new persons. The principle adopted for keeping an official in his place or promoting him is his being punctual, honest, and competent; one defect in these qualifications is enough to dismiss him.

Those of high posts who were dismissed by this commission are the alaibey of gendarmerie, the police mudiri, the Kaimacams of Bekaa, Douma, Busrul-Harir, Ajloun, and Rashaiya, and the posts were filled by Major Hussein Effendi for gendarmerie; Rouhi Effendi, of Constantinople, for police; Hussamuddin Effendi, Kaimacam of Deraa for Bekaa; Assaad Bey, of Zebdani, for Douma; Emin Bey, of Katana, for Busrul-Harir; Emir Mahmoud Shehab for Zebdani; Emir Vadia Shehab for Rachaiya; Zeki Bey Kadri for Katana, the last three being newly appointed. Of the famous old Shehab family of Hasbaiya there are three kaimacams in this vilayet, besides several in others. Besides those mentioned, more than 100 clerks and petty functionaries were dismissed and replaced by others, and many other changes and promotions were done, and till now the task of the commission has not ended yet.

Disapprobation of the "Tansikat Commissioni's" action in this vilayet as in others is not uncommon, as naturally every dismissed official is displeased, and, indeed, the commission is not an exemplary one for experience and justice, and the results of its work are not always good.

Other changes in the Government offices took place during the quarter, among which I may mention the dismissal of the Mufti of Damascus, Sheikh Salih Catana replaced by Suleiman Effendi Jokhadar, one of Damascus deputies, who is superior to his predecessor. Last week Abdurrahman Bey (ex-haj-muhafizi) was elected by a great majority (132 out of 150 votes) to succeed Suleiman Effendi in Parliament.

The Judge of Damascus, Rifaat Effendi, after eighteen months' office, was dismissed by the tansikat of Sheikhul-Islam, and a certain Khorshid Effendi has arrived in his stead. The ex-judge is notorious for hypocrisy and falsehood, while the late mufti is generally considered fanatical, rude, and corrupt.

Liva Mustafa Natik, pasha of artillery, stopped here only two months and left for Constantinople to try and regain his rank, which was lowered to that of colone Presumably he has not yet succeeded. Late in October Colonel Riza Bey Rikab, of Damascus, passed here from Constantinople on his way to his new post at Medina as muhafiz, and as soon as he arrived there he was promoted to the rank of liva.

The municipality body is to be dissolved and the elections are being carried on for new body. These premature elections take place by order of the vali on the presumption that the elections of last year were not in conformity with law.

The defterdar, Fevzi Bey, was dismissed, and Reshad Bey, Munassebeji in the Ministry of Finance, came early in October and replaced him. The new is much more intelligent and capable than the old. The maarif, Mudiri Hussein Auni Bey, who has been filling this post satisfactorily well for about fourteen years, was lately transferred to Constantinople, and his assistant, Hashim Bey, advanced to his place.

The Mutessarif of Hauran, Jemal Bey, arrived from Lattakia about the 1st December and went to his post at Sheikhmiskin. There is a proposal now to make the centre of Hauran mutessariflik at Deraa, and Sheikhmiskin will be made a nahieh.

The gendarmerie inspector, Commandant Moirot, who has been here for the last four months, is practically doing very little towards reforming that department. He made a short trip in some kazas. No doubt he has great difficulties to contend with.

The Kaimacam of Hashbaiya, Rashid Bey, a Druze, is transferred to Aliireh, in Jebel Druze, and is doing exceedingly well among his co-religionists. He is replaced at Hashbaiya by Rohni Effendi, a newly appointed governor. The Kaimacam of Sidimiyeh, Mohammed Bey, an Albanian, is transferred to Kuneitra and replaced by Emir Ismail Shehab, ex-Kaimacam of Safad, who is very well disposed towards the Ismailians and intends to treat them fairly and justly.

On the 19th October the sacred Mahmal was conducted to Kadem station with the usual ceremonies by the vali, Mushir, and Surra-Emini. The post of haj muhafizi having been abolished, one military major was given charge of the Mahmal, which is to be put, when within the Hejaz, under the protection of the Grand Sherif of Mecca. The usual number of pilgrims came, those from Russian dominions being numerous, as new facilities for their journey were available.

On the 30th November Tefid Pasha Faiz, the chief Sheikh of Beni Sakhr tribe, died in Damascus. He was an honest and active chief, and kept good order in his district.

Mafiz Effendi, hukouk raissi here, was promoted to be Cadi of Trepisond, but he refused to go and preferred to stop in Damascus, where he is very highly appreciated, whereas the procureur-général, who also arrived recently, has not made a good impression.

Toward the end of the quarter the editor of Muktabas journal, Mohammed Kurdali, who was falsely accused about four months ago of intriguing against the present caliph for the establishment of an Arab substitute, was acquitted by the Ittihamiyeh and all the charges brought against him and his friends were proved false.

A certain Hamdi Bey, of Bagdad, passed here about the 20th December with two automobiles, having an intention to start an automobile service between Damascus and Bagdad. Cars for such service will be supplied by an English firm, but whether the idea will prove workable seems problematical.

The formalities for non-Moslem conscription were gone through, and those who are within the service age and liable to military duties—about 250 in number in Damascus city—are awaiting instructions for enrolment, but there is no disposition at all among them to come forward willingly. Emigration continues among non-Moslems to a marked extent, while driblets of Circassians still arrive from Sivas and other parts.

The rainfall during autumn was less than necessary to promise of good crops, and prices of grain rose high, so that the vali suggested to the central authorities that the exportation of wheat beyond the Syrian coast should be prohibited, and his suggestion was complied with. The prices of wheat are now 7*s.* a jift, or 6*s.* per bushel, and of barley one-half the above rates.

Public security in the vilayet has been well kept during the quarter, and the vali, considering this his first duty, gave it close attention. During Bairam he started on an inspection tour to the northern part of the province, showing a special interest in the guards, stations, and measures for keeping order; indeed, he never failed in displaying every kind of activity towards that end since he arrived in this vilayet, but, though he means very well for the public good, his experience in governing and ways of administration is really deficient and may lead to serious complications. Even now murmurs and strictures are frequently heard against his rash orders and unwise transactions.

The military drill is carried out very steadily, and marked improvement is witnessed in the maintenance and discipline of the troops quartered here. The mushir, Osman Pasha, and officers are doing their utmost in the way of bettering the conditions of the soldiers.

The quondam inefficient or null Chamber of Commerce has been dissolved and a new body of selected able and honest members was established in its place. The new council propose, as behoves a chamber of commerce, to undertake registration of merchants, collecting information about export and import trade, and studying means of facilitating business for Damascus traders.

The "directeur politique," Fahlruddin Bey, since his arrival last spring has made himself generally disliked through his overbearing manners. He impedes rather than promotes the business of consuls and displays anti-foreign idiosyncrasies. Though some consuls complained strongly of him, his position does not seem to be in any way shaken.

I have, &c.
G. P. DEVEY.

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[294] No. 19.

Minutes respecting Abu Musa.

MAJOR COX paid me a visit yesterday, and, as the result of our conversation, and of a further examination of the recent German memorandum, and of the earlier papers in the case, I cannot help feeling that Sir E. Grey would be well advised

to make an attempt to settle the dispute by a compromise. The more one goes into the case, the less, it seems to me, is it worth fighting about; the longer the dispute goes on, the larger the bill for damages that His Majesty's Government will in the end have to pay.

2. The valid part of Wönckhaus's claim is that for compensation for the loss he has sustained by reason of Hassan Sanaiyeh's breach of his contract to sell to him the output of the oxide mines on the island at a fixed price per ton. Hassan Sanaiyeh broke his contract because the sheikh cancelled the concession which Hassan and his partners held. The Germans know quite well that the sheikh cancelled that concession with the approval, if not at the instigation, of the representatives of His Britannic Majesty, and therefore the German Government take up Wönckhaus's claim, and put it forward as one which His Majesty's Government are bound to pay.

3. The object in view in getting the concession cancelled by the sheikh was political: it was to prevent Germany, through Wönckhaus, from getting a monopoly and foothold in the Island of Abu Musa, which might have been pushed and developed into a political occupation. That object has been achieved, but another consequence has also resulted, viz., that Wönckhaus has been prevented from trading in the oxide, and to such trading there need be no objection on political grounds.

4. If the British representatives in the Persian Gulf had known all that they know now about the contract with Wönckhaus, it would not have been necessary for the sheikh to cancel the concession: it would have been sufficient for him to supervise the carrying out of the mining operations on the islands by the partnership, so as to make quite sure that Germany did not gradually achieve the actual occupation of the mine, and subsequently of the island.

5. It seems to me, therefore, that we might quite safely make an offer to the German Government to give Wönckhaus the same position that he held under his contract commercially, if means can be devised that will safeguard our political interests.

6. I think that an offer on the following lines would fulfil the above requirements:—

(1.) The sheikh to grant a new concession to Hassan and his two former colleagues of the oxide mining rights on Abu Musa, so as to enable them to carry out the Wönckhaus contract. The concession would be to the partnership as constituted at the time of the contract, thereby excluding the individual (Brown) who purchased a share on behalf of Wönckhaus after the cancellation of the concession by the sheikh.

7. (2.) A reference to some British judicial tribunal as to the amount of damages suffered by Wönckhaus through the interruption of his contract, and payment of such sum by His Majesty's Government. It is most desirable to avoid the fixing of this sum through the diplomatic channel.

8. To safeguard the sheikh (and also His Majesty's Government), the new concession under (1) would have to provide that no share in the enterprise was to be transferred to another person without the sheikh's consent, and should also give him access to the books and control over the mode of working the mines. The partners in the previous concession (including Brown, who bought after the cancellation) are all British subjects, so that we can fairly claim that the terms of the new concession are no concern whatever of Germany's, and that all that she is concerned with is the carrying out of the Wönckhaus contract.

9. As to the tribunal before which the amount of the damages would be fought out under (2), I think the best course would be to send up one of the judges from either Zanzibar or Constantinople; this might entail the passing of an order in council, but I think that would be immaterial. Major Cox presides in the senior court on the coasts of the Persian Gulf, but he has already been concerned in the case in other capacities, and the Germans would be entitled to object to the matter being settled by him.

10. The offer of such a settlement, proceeding as it does on commercial lines, will probably not be very welcome to Germany, whose object is, no doubt, to drag the political aspects to the front. At the same time it would not be easy for her to find adequate grounds for refusing it, and if she did refuse it she would, I think, be in a less favourable position for fighting the case afterwards, as it would render it easier for His Majesty's Government to take the line that the right of the sheikh to cancel a concession held by British subjects was certainly not a matter which Great Britain could consent to arbitrate with Germany at The Hague, and that the injury caused to Wönckhaus by the failure of a British subject to carry out his contract was a matter

which could be adequately dealt with before the judicial tribunals, a course for which His Majesty's Government would provide every facility.

11. The advantage of compromising the dispute, if it can be done, on the lines suggested above, instead of relying solely on the grounds set out in the preceding paragraph, is that His Majesty's Government will in any case have to pay the compensation, and that it will considerably reduce the amount if it only represents damages for three years' interruption, instead of damages for total and permanent breach of the contract. Furthermore, it is desirable for the sake of the sheikh that mining operations should be resumed as soon as possible, and unless arrangements are going to be made to enable the Wönckhaus contract to be carried out, the mining must be put into the hands of some British firm, and it would look as if our object had been to crush German trade rather than to prevent Germany acquiring political interests.

As Major Cox is in London, I think it would be a good thing to ascertain whether he thinks a compromise on these lines would be desirable, and, if so, whether it is feasible.

C. J. B. H.

Foreign Office, February 4, 1910.

With reference to the last paragraph of the foregoing minute, Major Cox is now studying the German note and has talked it over with Mr. Hurst. It might assist him if this minute were sent to him privately at once.

H. N.

Foreign Office, February 5, 1910.

R. P. M.
L. M.

My notes accompany.

P. Z. C.

February 12, 1910.

Enclosure 1 in No. 19.

Notes by Major Cox respecting the Abu Musa Case.

I STUDIED the German rejoinder on receipt, and after reducing my ideas to writing provisionally, I discussed it informally with Mr. Hurst, and have now received his minute for comment.

I should wish to mention in the first instance that when I was in Tehran in November, Count Quadt, the German Minister, went out of his way to be gracious and hospitable to me, and in the course of one of several informal conversations which we had, he referred incidentally to the Abu Musa case.

I took the opportunity of assuring him then that there had never been any desire on the part of the Sheikh of Shargah or the British residency at Bushire (as my present German colleague at Bushire seemed persuaded was the case) to prevent Wönckhaus altogether from trading in Abu Musa oxide, and I expressed my regret personally, as a local official, that the dispute had assumed such protracted proportions. He in turn asked me to accept his emphatic personal assurances that in taking up Wönckhaus's case his Government had had no political motive whatever, but simply desired to secure for their trade and traders a fair field and no favour. I replied that those two premises being recognised, it would seem quite possible to settle the case speedily by some friendly compromise, and that I hoped that this course would be attempted.

Count Quadt professed to be surprised and pleased to know that as local official I did not hold that view, and joined in the hope that the controversy would find settlement in that way.

Count Quadt is habitually fair in speech, but is believed to be not quite so amicably inclined in practice, and the fact that the German rejoinder, presented two months later, offers no suggestion of compromise, makes it possible that they may not prove amenable to a speedy give-and-take settlement; but I have thought it as well to mention the above conversation, as it was in a similar frame of mind as regards the

question of compromise that I approached the present German communication and subsequently discussed the position with Mr. Hurst.

Before commenting on points of the latter's minute, I beg to offer some preliminary observations from my own point of view upon the general tenor of the German rejoinder of the 3rd January, 1910. Detailed comment I have recorded separately.

They have evidently taken a great deal of trouble over it, and it reads well if read by itself; but if it is examined by the light of what has gone before on the record, it will be found, I think, that most of the arguments used are simply repetition, and are already answered, while the fresh evidence adduced is either impugnable, or does not seriously affect the principal grounds of our case. They quote one document (to which I refer in a separate memorandum of detailed comment hereto attached)—the grant of a lease of mica or gypsum deposits by Salim—which, if in order and known to the ruling sheikh, would show that Salim made grants as tenant at will, as well as *qua* regent, but none of the German arguments appear to me to shake our contention that Salim was not the private owner either of the island or the mines, but simply enjoyed the usufruct at the ruling sheikh's will, and subject to resumption at any moment.

When we first took up this case with the German Government we endeavoured to insist on the premise that it was for the present purely commercial in its aspect; that Wönckhaus should put in his claim against Hassan, or the concessionnaires generally, for breach of contract; and that until he had taken that course there was no justification for going behind the commercial elements of the case and bringing it on to political ground.

I hope we can still maintain this attitude.

It is clear, however, from the present German communication that they are anxious to push the political aspect of the case as much as they can, with an appeal to The Hague if they do not get what they want—a proceeding which would delay settlement indefinitely.

In fact, we appear to have arrived precisely in the position anticipated in my despatch of the 28th December, 1907, from the Foreign Office to the India Office, the paragraph commencing:—

"If the German Government argue that the legality of the sheikh's action would be very suitable matter to refer to arbitration, ..."

I beg reference to that despatch, and presume that were the dispute to be pursued on existing lines we should adopt one of the alternative courses of action adumbrated in the paragraphs following the passage above quoted; and that we should ultimately agree to grant or get Wönckhaus some compensation, either from Hassan Samaiyeh or the concessionnaires as a whole, or from the sheikh, as we might feel called upon.

The object of the sheikh and ourselves was, not to prevent Wönckhaus from trading in Abu Musa oxide, but to prevent his getting a monopoly and a footing on the island; and to gain this object it was foreseen that compensation might have to be paid; and no doubt it will: but our original purpose, the prevention of a monopoly and of German interference on Abu Musa Island, will have been attained.

It seems to me that we cannot possibly admit the validity of the colourable transfer of a share in the concession itself (after cancellation) to Wönckhaus, and a consequent right of Wönckhaus to sue the sheikh as one of the concessionnaires. To concede this would be to concede that the cancellation by the sheikh was invalid and greatly to weaken and complicate our case.

But in any case it is clear that if the controversy is pursued on the lines hitherto employed, the preparation of a detailed reply to the present German rejoinder will occupy many weeks, if not several months; while if the case is ultimately taken to The Hague, years may elapse before final settlement is arrived at. Meanwhile, the oxide industry from Abu Musa will be suspended, Salim and Sheikh Sagar will continue to be deprived of all income from the island, and their attitude will become sulky and difficult.

It is submitted that the case is at present no subject for reference to The Hague, and is solvable by commercial settlement or compromise.

Count Metternich's communication to His Majesty's Foreign Office, dated the 4th December, 1909, claims that—

1. Wönckhaus should be compensated for damage sustained by non-fulfilment of his contract with Hassan.

2. The firm of Wönckhaus and Co. deserve compensation as shareholders in the mining concession for loss suffered by suspension of their operations.

Perhaps the position could be discussed with the German Embassy on some such lines as the following:—

We should in the first instance again press the view that the case is essentially a a commercial one; that there has never been any desire to prevent Wönckhaus trading in the oxide; and that if the settlement of the dispute continues to be sought on the deliberate methods hitherto employed, months, if not years, must elapse before it is laid to rest; meanwhile the pecuniary interests of all concerned will suffer, and a chronic element of friction will continue to exist. His Majesty's Government are most anxious to obviate this, as, no doubt, the German Government are also, and they suggest that an expeditious settlement of the case be sought in the interests of all parties. His Majesty's Government agree that whether or not Hassan Samaiyeh had the power to enter into such a transaction, and although the secretive tactics employed by the German firm naturally laid them under suspicion, Messrs. Wönckhaus could not be blamed for obtaining such a contract as that executed on the 1st June, 1906, and would no doubt be entitled to receive relief in the shape of compensation from some source for any *bonâ fide* loss which he could prove before the judicial tribunal concerned to have suffered by the non-fulfilment of the said contract by the contractors.

All the parties who might conceivably be held, alternatively, to be liable to pay such compensation to Messrs. Wönckhaus are under British protection, and His Majesty's Government will be prepared to take measures to recover such amounts as the said court may hold to be due.

Then would come the question of the precise terms to be offered, and I am brought to Mr. Hurst's minute.

He goes considerably further than I should have felt able to recommend myself. I think the points on which our views diverge, or in regard to which I have any suggestion to make, will be shown most conveniently if I take the liberty of numbering his paragraphs and commenting on them seriatim.

Comment on Mr. Hurst's Minute.

Paragraph 1.—I agree.

Paragraph 2 (*last clause*).—We have informed the Germans that we considered the sheikh's action justified, but ostensibly we do not accept responsibility for it, and I suppose *vis-à-vis* the German Government we should maintain that attitude and ostensibly "recover" compensation rather than "pay" it.

Paragraph 3.—Our original objects as understood by myself and the Government of India were—

1. To prevent Wönckhaus getting a monopoly.
2. To prevent him getting a footing in the island.

His Majesty's Government, however, decided not to raise the monopoly question. I have elsewhere ventured to inquire whether this point could be reconsidered, as, if we do not use the argument, the Sheikh of Shargah's action is less defensible.

Paragraph 4.—The cancellation of the contract to Wönckhaus, or its revision so as to exclude monopoly, might have been sufficient in the first instance, but the German firm would, I think, have opposed that just as much as the cancellation of the concession; as shown by their action in getting a share in the concession to strengthen their right to protect the contract.

Paragraph 5.—The "same position," except that it must exclude any right to a monopoly of the output.

We cannot afford to ignore this question of monopoly. It is true that Wönckhaus has been able to do little good with the oxide hitherto, partly from inexperience of the stuff, and partly, perhaps, from ill-luck in getting an indifferent lot for his last shipment. It is probable, too, that he could not have success with it for a considerable time to come, especially if we can get him to ship what is already mined before he is given any more freshly mined.

It will be realised, however, from Mr. Frank Strick's letter, of which I attach a copy, that there may be an important future before the Abu Musa industry, and we need to take due account of that fact.

Paragraph 6.—I do not quite like the idea of the new concession being granted to the same three concessionnaires, and would have preferred other individuals, if it were considered possible. I realise, however, that the German firm and Government will

not be inclined to throw their friends Hassan and Abdalla Samaiyeh overboard; that the grounds adduced by Mr. Hurst in paragraph 11 of his minute are weighty, and that it may be necessary to admit Hassan, in order to simplify the question of compensation. But is it necessary to include Abdalla? He is a troublesome rascal, always up to some mischief or intrigue, and I should welcome his exclusion from the concession itself, and so, I am sure, would the Sheikh of Shargah and the third partner, Esa. We should have to see that the sheikh (*cum* Salim) got a fair price for the new concession. He could not be expected to grant it for the equivalent of 20*l.* per annum as at present.

Paragraph 7.—According to my idea, the compensation would be "recovered" rather than "paid" by His Majesty's Government, but I realise the convenience and desirability drawn attention to by Mr. Hurst, of having the compensation fixed judicially rather than diplomatically.

Paragraph 8.—I agree; but I suggest that it should be stipulated that concessionnaires should have no authority to sell a monopoly of the output.

Paragraph 9.—It is most important, in my judgment, not to let this dispute be removed at any stage from the sphere of jurisdiction of the Government of India and their representative, *quâ* resident in the Gulf, to which it, properly speaking, belongs. For this reason the High Court of Bombay seems indicated as the tribunal whose function it would be to depute a judicial officer to try the case.

Paragraph 10.—My views coincide with Mr. Hurst's. The refusal by Germany of a fair commercial settlement or compromise would greatly operate in our favour in the event of the dispute going to The Hague.

Paragraph 11 (vide *Paragraph* 6).—As I have said, the prospect of the concession going back to these same concessionnaires is an unpleasant one, and will not, I think, be palatable to the sheikh; but I cannot deny the force of Mr. Hurst's observations in this paragraph. I trust, however, that in any case it will be possible to eliminate Abdalla.

If the suggestions of Mr. Hurst and myself in the direction of commercial settlement or compromise are to any extent entertained, I would venture to suggest that the precise lines which the wording of the new concession and contract might follow should be discussed verbally—by departmental representatives in consultation—and then resubmitted for consideration.

P. Z. COX.

February 12, 1910.

Enclosure 2 in No. 19.

Messrs. F. C. Strick and Co. to Major Cox.

Baltic House, Leadenhall Street, London,
February 8, 1910.

Dear Major Cox,

REFERRING to my conversation with you a few days ago, I have now had an opportunity of going into our correspondence with Messrs. A. and T. J. Malcolm, of Bushire, during 1906 and 1907, from which it would appear that early in 1906 Haji Hassan Ben Ali Sumaya sold to Messrs. Robert Wönckhaus and Co. a parcel of about 700 tons of Abu Musa oxide, which was bagged and shipped from the island to Kurrachee, where it was transhipped for Hamburg, I believe, in some of the Hamburg–American Line steamers (see copy of A. and T. J. Malcolm's letter of the 28th April, 1906, herewith enclosed).*

As the above shipment proved to be of good quality, and commanded a ready sale at about 55*s.* per ton c.i.f. Hamburg, a contract was made in June 1906 between Sumaya and Wönckhaus (copy of which I enclose*) whereby the former agreed to ship, and the latter to purchase, a minimum quantity of 2,000 tons, and a maximum quantity of 5,000 tons of oxide per annum, over a period of four years, the basis of the contract being that the quality of the mineral was to be equal to that of the 700 tons trial shipment.

Against this contract two shipments were made, viz., about 800 to 1,000 tons by the "Teutonia" in July 1907, and about 1,800 tons by the steamship "Louise" in April 1908. As the former vessel foundered on her homeward voyage, I shall only deal with the parcel brought by the steamer "Louise."

So far as I have been able to gather, after a lapse of two years, there is still

* Not printed.

a stock of some 700 tons now lying at Hamburg, which Messrs. Trauen, Sturken, and Co., the agents for Messrs. Wönckhaus, find considerable difficulty in selling, even in very small quantities, owing to the quality being in every way inferior to the trial shipment above referred to, being much darker in colour, and having only about 60 per cent. of its staining power. They are now offering this stock at about 48*s.* f.o.b. Hamburg without finding buyers.

In my opinion, which has been confirmed by one of the largest buyers, the difference in value between the trial shipment and standard Ormuz quality is about 12*s.* 6*d.* per ton. Consequently the best quality Abu Musa would be worth (theoretically) about 30*s.* per ton f.o.b., as compared with Ormuz oxide at 42*s.* 6*d.* per ton f.o.b.

Presuming that the oxide could be shipped equal in quality to the trial parcel, it would, in my opinion, to a considerable extent supplant Ormuz oxide, in view of the fact that its cost f.o.b. is about 27*s.* per ton less than the price of the latter; and it should be borne in mind that the annual consumption of this class of oxide in Europe and America does not exceed 6,500 to 7,000 tons.

In conclusion, as regards Abu Musa, the position, as I understand it, is briefly as follows:—

Had the mineral shipped by Sumaya been equal in every respect to the trial shipment, the contract would have been of considerable value to Messrs. Wönckhaus, as the mineral could have been delivered, c.i.f., Hamburg at about 31*s.* and sold at about 55*s.* per ton, or a net profit of, say, 24*s.* per ton; but, with the primitive methods of mining adopted by Sumayn, it is very doubtful whether he could have supplied the desired quality.

With regard to Ormuz, as far as I have been able to ascertain, there is still a stock at Avonmouth of about 1,500 to 2,000 tons; and if to this is added the shipment of about 5,000 tons now being made by the steam-ship "Cliftonian," it brings up the total supplies to about 6,500 to 7,000 tons, which quantity is sufficient, apart from any possible competition from Abu Musa, to satisfy the trade in Germany, England, and America for over twelve months.

Doubtless a great deal of the foregoing, being ancient history, will not be of much interest to you, but I think no harm can be done by laying the whole position as clearly as I can before you.

Yours sincerely,
FRANK C. STRICK.

Enclosure 3 in No. 19.

Sketch of the Abu Musa Case from its commencement up to January 1910, *with some comment on German Rejoinder.*

Phase I.—*The Events and Grounds which underlay the Action of the Sheikh of Shargah in withdrawing the Concession.*

IN the summer of 1906 the intention of the Hamburg–Amerika line to enter into competition for the carrying trade to the Persian Gulf at an early date became known. In June 1906, about the same time, a report emanating from a British newspaper correspondent in Constantinople was published, to the effect that Germany was negotiating with the Porte for the lease of the little-known Island of Halool in the Persian Gulf, with the idea of placing a coaling depôt there.

As tending to show that the report might have some foundation, it was remarked that curiously enough Halool was the only one among the numerous islets in the Gulf to which Turkey could conceivably base a colourable claim, from the fact that the mainland nearest to the island was the coast of Katar, on which the Porte keep a small garrison (at Al Bida), though we have always declined to recognise their jurisdiction there.

I understand that any such design as that suggested was denied by the German press or Government; in any case, the publicity given to the matter had the effect of nipping any possible intrigue in the bud.

A few weeks after the above incident, news was received of the grant by Hassan

Sanaiyeh to the German firm of an exclusive contract in connection with the Abu Musa oxide concession.

In communicating the facts, as far as they were then known, to the Government of India, I expressed the view that the grant of a monopoly without limit of time gave the Sheikh of Shargah reasonable grounds for withdrawing the concession, and that although the Abu Musa oxide might not prove to be of great commercial value, it was politically important to prevent the creation by Germany of vested interests in the Gulf, such as this oxide monopoly might prove to be. The Government of India were of the same opinion, and, apart from the commercial aspect of the question, took count of the fact that where oxide could be conveniently stored and shipped, there coal could be handled with equal facility.

As a matter of fact, the contingency of Germany acquiring a coaling station in the Gulf and her right to do so if she wished were frankly alluded to in the German press in connection with this dispute (*vide* Berlin Embassy despatch No. 559, dated the 27th December, 1907).

I would emphasise the fact that there was never any desire altogether to prevent the German firm from trading in Abu Musa oxide in competition with others. All that was objected to was the acquisition by Wönckhaus of a monopoly and of rights in the mines themselves; and these latter rights they claimed. It was with the idea of preventing these two possible contingencies that the Sheikh of Shargah, on learning the state of the case, decided to cancel the concession. He was the more inclined to do this by the fact that he had already nearly lost the island on a previous occasion through the action of the Belgian Director of Persian Customs at Bushire, who had endeavoured to hoist a flag and instal a customs post there on behalf of the Persian Government.

The grounds which the sheikh put forward in intimating to Hassan the cancellation of the lease were that the nature of the contract given to Wönckhaus involved a monopoly. It was consequently such as he had no right to give, at all events without first consulting himself (the ruling Sheikh of Shargah) and the third partner, Esa; that the said partner did not agree; and that he himself objected to the nature of the contract.

Phase II.—*The original German Statement of Claim, dated December* 31, 1907.

It is to be noted that before presenting their claim to us on behalf of Wönckhaus the German Government apparently attempted to get the Persian Government to claim sovereignty over the Island of Abu Musa.

The salient issues raised in their claim were :—

Issue (*a*).—That the mines were owned by Sheikh Salim personally and had been leased by him in his own right.

Issue (*b*).—That the concession had been approved by the ruling Sheikh of Shargah, and that the terms of it were such that the latter had no power to cancel it.

Issue (*c*).—That the subsidiary contract of the 1st June, 1906, for the sale of oxide passed by Hassan to Wönckhaus did not require the sheikh's approval.

Issue (*d*).—That the said contract had the approval of the third partner, Esa.

Issue (*e*).—That the sheikh's illegal action had injured Wönckhaus, not only as buyer of oxide, but as partner in the mining concession, they having purchased a share in it. In the latter capacity the German firm claimed compensation, not from the concessionnaires, but as one of the concessionnaires from the Sheikh of Shargah.

Phase III.—*British Reply to German Claim, dated July* 10, 1908.

In reply to the German claim we contended :—

Issue (*a*).—That the mines were not the private property of Salim, nor had he leased them in his own right of private owner, but in his capacity as regent.

Issue (*b*).—We agreed that the concession, or permit, was approved by the ruling sheikh, but maintained that it was terminable by either side, and that Sheikh Sagar, as ruling Sheikh of Shargah, was, in such a matter, a law unto himself and was within his rights in putting an end to the concession.

Issue (*c*).—As to the subsidiary contract of sale given to Wönckhaus, we contended that Hassan's authority did not cover the grant of such an instrument and that, as

the primary ground for Wönckhaus's claim was the failure of Hassan to fulfil his engagements, the obvious remedy of the German firm was an action at law against the vendors.

Issue (*d*).—We produced evidence to show that Esa, when he knew the whole terms of the subsidiary contract granted to Hassan (and found that it gave a monopoly), did not approve of it, and was justified in the course he took.

Issue (*e*).—We refused to admit Wönckhaus's *locus standi* as a partner in the original concession, as he had no share in it at the time of its cancellation and the colourable acquisition of one afterwards for the purposes of this case could not be recognised as *bonâ fide*.

It is to be noted that in framing our reply on the above lines His Majesty's Government did not make use of the "monopoly" argument as Esa and the sheikh had, and I was warned to that effect. I did not understand one reason for dropping this argument at the time, but I now see that it was then held that that argument would be inconsistent with our contemporaneous endeavour to obtain a monopoly of the Ormuz oxide for a British firm. I venture, with much respect, to hope that the position as regards this point will be reconsidered. Can the fact that the "civilised" Government of Persia happen to deal in monopolies and that British and other foreign subjects are entitled to benefit by the fact be fairly adduced as a reason for precluding the primitive sheikhs of the Trucial Coast from safeguarding their interests by refusing habitually to grant monopolies except under the advice of the protecting Power? These ignorant Arab sheikhs would get themselves into hopeless difficulties if not looked after in such matters.

Phase IV.—*German Rejoinder, dated January* 3, 1910.

Referring to the same main issues the German Government now make rejoinder on the following lines :—

Issue (*a*).—They produce evidence which they consider supports the contention that Salim granted the original concession in his own absolute right as formal owner, not only of the mines and other property in the island, but of the island itself.

As an alternative they claim that even if it be possible to doubt Salim's formal ownership of the island, he is proved to have exercised the full right of disposal of the usufruct, just like an owner, both with and against the consent of the ruling sheikh.

Issue (*b*).—That the original concession was approved by the ruling sheikh we have always conceded. What we contended was that he was justified in cancelling it. The German reply again presses the argument that the ruling sheikh (or the owner of the island, whoever he may be) had no power either according to the terms of the lease, or according to religious or commercial law, to revoke the mining rights of the concessionnaires: that they were in fact irrevocable. Also, from the administrative point of view, they contend that the sheikh's action had no justification.

Issue (*c*).—As regards the subsidiary contract, they argue that there is no valid reason for any action at law by Wönckhaus against the vendors, for no action of the latter has been harmful to Messrs. Wönckhaus; it is simply Sheikh's Sagar's action which has injured them. They claim that the Memorandum of Association drawn up gave Hassan full authority for all he did.

Issue (*d*).—They produce evidence in support of the contention that the third partner, Esa, approved the contract to Wönckhaus.

Issue (*e*).—As to the colourable transfer of a share in the original concession by Hassan to Brown, and Brown to Wönckhaus and Co., they say very little. They simply contend that it was a piece of defensive tactics justified by the circumstances.

Issue (*f*).—They introduce the fresh and interesting contention that the Sheikh of Shargah has no jurisdiction over the concessionnaires *inter se*, as they reside in Lingah, in the jurisdiction of the British consulate-general, and not in that of the resident in the Persian Gulf.

Brief Comment on chief items of fresh Evidence in German Rejoinder.

It is impossible that the German rejoinder can be fully dealt with in detail, except on the spot and with vernacular documents at hand for reference, but the

following preliminary general observations are offered in comment, pending examination on the spot:—

As regards *Issue* (*a*).—Certain new items of evidence are adduced to prove Salim's private ownership of the island.

1. The exercise by Salim of the right to jetsam and flotsam.

These Arab sheikhs have no clear idea on such subjects, and the exercise of this right by Salim is quite compatible with an arrangement or understanding between uncle and nephew under which Sagar allows Salim to enjoy what income there may be from the island. We have not stated anything to the contrary, and this position is compatible with what is stated in my note on the history of Abu Musa. (Appendix 6 of our case.)

2. The first and rejected draft, dated the 6th April, 1898, of the oxide concession, in which Salim uses expressions suggesting formal ownership.

This may equally well have been rejected, because Salim found that he could not make good such pretensions, and thought it better to modify them.

3. Receipt of revenue from mother-of-pearl and "canary-seed." ("Canary-seed" must, I think, be a mistranslation of some unfamiliar Arabic word, probably "zinni," the giant oyster, as distinct from the ordinary pearl oyster.)

By the same analogy as that drawn in the case of jetsam and flotsam, as this payment was an item of revenue from the island which the uncle Salim enjoyed under his understanding with his nephew the ruler, it was quite in order that Sheikh Sagar, in his commercial capacity as a member of the mining concession, should share the payment made by his partners to Salim on this or any other account which could be regarded as income of the island. Thus Salim did not exercise the right to usufruct adversely to the ruling sheikh as the German rejoinder claims, but adversely to Sagar, *qua* member of the mining concession.

4. Lease by Salim of "mica" deposits on the 26th December, 1898. "Mica" should, I think, read "gypsum." There is no marketable mica on the island, as far as I know. This is the most inconvenient piece of evidence which they have produced, because it tends to show that Salim granted the concession as tenant, and not as regent. The fact probably is that the ruling sheikh would probably give Salim a free hand so long as the latter's management of the island did not prejudice his sovereign rights or obligations to the British Government, and so long as the income derivable from it did not increase to a figure in excess of Salim's just deserts or needs. It had now done so.

The alternative German claim that, even if Salim's formal ownership be doubted, his practical enjoyment of the usufruct is proved, will, I think, have to be conceded, in fact has been conceded, but with the reservation that such enjoyment is with the consent and permission of the ruling sheikh. The instance they quote as tending to prove that Salim exercised the privilege adversely to the ruling sheikh is not in point, as I have pointed out above.

The personal relation of the one sheikh to the other must be remembered. Salim must be thirty years older than his nephew Sheikh Sagar, and was himself ruling sheikh for eighteen years. Then the swing of the tribal pendulum placed the young nephew in the sheikhship. The present sheikh is naturally in a very delicate position towards his aged relative and predecessor, and, as long as the latter remains loyal and inoffensive, he is content to let him enjoy any income derivable from Abu Musa so long as it remains inconsiderable, as it has hitherto. The moment the income becomes, in his opinion, unreasonably great for Salim, or Salim becomes troublesome, the ruling sheikh is in a position to alter the arrangement arbitrarily in any way he pleases short of oppression, in which case we should give Salim our friendly offices in obtaining reasonable consideration. The most obvious evidences of the character of Salim's tenure or tenancy of the island are:—

Firstly, the fact that, if he were private owner of the island or mines in his own right, he must have acquired them from somewhere, and would have the ordinary deeds in support of his title. But he says he has nothing of the sort, and makes no such claim. If the Germans know or think that he has, why do they not allude to such or ask for discovery of them? Again, if Salim owned in his own right he could sell the property away; but I am sure he would not claim to do so, nor would his nephew tolerate such a claim for a moment.

The Bahrein principality recently furnished a case which bears on this question.

Sheikh Ali, nephew of the ruling sheikh, was deported in 1904 for unruly conduct. He was at the time in the enjoyment of certain State property. On his deportation

the ruling sheikh resumed the property, and the nephew on his return could not claim it back; he was simply dependent on his uncle's kind consideration. These petty potentates have to support their relations, and the most convenient way of doing so is to give them, as long as they behave loyally, the enjoyment of State property instead of cash, which is a scarce commodity with them.

Secondly, our action in rescuing Abu Musa from Persian annexation in 1904, was taken long before this dispute was ever dreamed of. It was taken at the instance of the ruling sheikh, not of Sheikh Salim. Salim made no attempt to pose to us as owner of the island at that time.

Issue (*b*).—We do not dispute the fact that the ruling sheikh approved the concession.

In support of their contention that the latter had no power to revoke the rights of the "mining company," certain recorded opinions are now adduced, and it is argued that the concession is unterminable by the grantor either by religious or commercial law. It is also contended, as before, that Sheikh Sagar's action, if viewed from the administrative standpoint, was unjustifiable.

Evidence such as that produced by them can be bought to any extent. Brown and Dr. Listemann have simply gone about getting hold of certain "leading merchants" and others, who, as far as I can recognize their identity, are known to have specific animus against us or our agent at Lingah.

It is to be noted that the arguments brought forward under the head of this issue seem all based on the idea that our object was to stop Wönckhaus trading in oxide altogether which was not the case.

Issue (*c*).—The memorandum of association gave Hassan the authority to conduct sales, but not to grant monopolies—a proceeding opposed to the standing advice of the protecting power and the sheikh's own principles and interest—much less to alienate to any one a share in the concession itself (in this case to the subject of a foreign Power with which the Trucial sheikhs have no dealings).

Issue (*d*).—They produce no fresh element. We are agreed that Esa knew of the sales to the Germans. What he objected to was the grant of the monopoly which he did not know of, and subsequently to the sale of a share in the company to Brown.

Issue (*e*). The transfer of a share to Brown, and by Brown to Wönckhaus, is simply justified by them as an act of legitimate retaliation or self-defence; and, on the assumption that the cancellation was void and illegal, it is argued that the transfer was in time and in order.

Issue (*f*).—This issue is adroitly raised in order, if possible, to withdraw the dispute from the sphere of the residency of the Government of India to that of the legation at Tehran.

Of course, we are in a much stronger position to lay down what the Sheikh of Shargah can or cannot do as a law unto himself so long as we deal with the matter as within the jurisdiction of the resident in the Persian Gulf. Abu Musa having nothing to do with Persia and the Sheikh of Shargah being under the jurisdiction of the Government of India, and not of His Majesty's Legation, the argument can no doubt be easily resisted, and should be.

February 12, 1910. P. Z. COX.

Enclosure 4 in No. 19.

Further Minute by Mr. Hurst.

THE only material point on which Major Cox disapproves my suggestions for a compromise is the renewal of the term in the contract under which Wönckhaus was to be entitled to the entire output of the mines, other than the small parcels Hassan was to be allowed to send to India. I regard the question whether Hassan's son should be included among the new concessionnaires as a detail. If Major Cox, of his local knowledge, thinks it better to omit him, it would certainly be better to do so; my only idea was to restore the *status quo* as nearly as it was safe to do.

The monopoly point is rather more difficult. There are two documents with which we have to deal: the concession from the sheikh to Hassan and Co., and the contract from Hassan to Wönckhaus. The former is a document which the sheikh has cancelled

and can renew in any terms he pleases; the latter is a document to which the sheikh is not a party, and the terms of which he has in consequence no means of altering. To get the terms of the contract altered will require the consent of all parties, of the concessionnaires and of Wönckhaus and Co.; to obtain it will require much more negotiating, and probably also the making of greater concessions to the Germans. Furthermore, the contract between Hassan and Wönckhaus is the portion of the transaction which is mainly commercial, and not political, and with which, therefore, unless there are very strong reasons for the opposite course, I should be disposed not to meddle.

It is, of course, quite likely that I am underestimating the importance of the monopoly point, but in my view it is rather misleading to describe the arrangement as a monopoly at all. Even if Messrs. Wönckaus do obtain under the contract the whole of the output of the Abu Musa mines, this will not give them a monopoly of the oxide trade in the Gulf; there are the Ormuz mines in English hands, and these are the only mines at present which have got an established trade. I quite see that the fact that Messrs. Wönckhaus are entitled to the entire output of the mines gives them a position which would enable them to put such pressure on Hassan that they would get him completely into their control, and be able to dominate the mining operations, unless the interests of the sheikh were safeguarded; but adequate safeguards can, I think, be inserted in the concession which will prevent Messrs. Wönckhaus obtaining any such control.

My view, therefore, at present is that to attempt to vary the term in the contract under which Wönckhaus is entitled to the whole output of the mine would be a mistake.

C. J. B. H.

Foreign Office, February 15, 1910.

[4225] No. 20.

Sir G. Lowther to Sir Edward Grey.—(Received February 7.)

(No. 45.)

Sir, *Constantinople, January* 30, 1910.

I HAVE the honour to forward herewith a despatch from His Majesty's acting vice-consul at Diarbekir reporting on the hostility of the notables of Diarbekir to the new local reforms.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 20.

Acting Vice-Consul Rawlins to Sir G. Lowther.

(No. 1.)

Sir, *Diarbekir, January* 12, 1910.

WITH reference to my despatch No. 66 of the 29th December, 1909, in which I had the honour to report upon certain reforms that were being carried out locally, it is evident that a small but powerful class is daily becoming more and more enraged against what they consider is an attack upon their special privileges. These malcontents are the eshrefs of the town, and certain other tribal beys and aghas, who naturally look with loathing upon the democratic and, to their own interests, hostile intentions of the vali and the other reformers. Up to now they have, perforce, held their peace, but disturbances in the town fomented, it is generally admitted, by the eshrefs, have lately become more frequent. As instance of this I beg leave to give an account of an organised affray which took place on the evening of the 10th instant. One of the most energetic amongst the local reformers is a certain Behjet Effendi, a captain in, but virtually commandant of, the gendarmerie force of this vilayet. This man has lately brought down the anger of the eshrefs by his systematic patrolling of the neighbouring villages, and his fearless attacks upon, and intervention in, all cases of oppression and corruption. Under his leadership the gendarmerie has made good progress, and, instead of being as formerly a disorderly and corrupt body, it is rapidly becoming a well-trained force and an active agent for the preservation of law and order. All this is not at all to the liking of many of the local notables, who are beginning to understand that they must keep their places and cannot rule in the town and villages

as heretofore. On the evening of the 10th instant matters came to a head when a large band of roughs, well known to be under the orders of some of the eshrefs, broke into some cafés and started a series of disturbances. Upon hearing of this, Behjet Effendi set out immediately for the scene of disorder, which appears was exactly what the roughs wanted, and on his arrival was surrounded and severely beaten and mauled. Threats were also openly uttered by the roughs that the vali himself would shortly be treated in the same way if the "reforms" were persisted in. All this has made some small stir in the town, and it is worthy of remark as being further evidence of the hostility of a certain class of the population to the methods of the new régime and the system of reforms. As, however, the vali and the military officers here are capable and energetic, it is my humble opinion that the malcontents will soon find out that the authorities are too strong for them and the disturbances will cease.

It is pleasing to be able to report also that the new members of the adlia appear to be giving general satisfaction, and that the local courts are obtaining a reputation for justice and impartiality—a thing which could never have been said of them a year, or less, ago.

I have, &c.
E. C. DONALDSON RAWLINS.

[4227] No. 21.

Sir G. Lowther to Sir Edward Grey.—(Received February 7.)

(No. 47.)

Sir, *Constantinople, January* 30, 1909.

I HAVE the honour to forward herewith a despatch from His Majesty's consul at Bussorah reporting on the local feeling in connection with the proposed amalgamation of the steam-ship lines on the Tigris.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 21.

Consul Crow to Mr. Marling.

(No. 2.)

Sir, *Bussorah, January* 5, 1910.

WITH regard to the proposed amalgamation of the steamers belonging to the Idare Nahriye and Lynch lines on the Tigris, certain telegrams sent by the Bagdad deputies from Constantinople to their friends at Bagdad and Bussorah on the subject have elicited some symptoms of an anti-English demonstration here. Violent articles appeared in several newspapers protesting against the arrangement, and an uneasy feeling seems to prevail, principally among the uninstructed classes, that the navigation of the river is about to pass into the hands of an English monopoly.

Mr. Lorimer informs me that similar excitement exists at Bagdad, but that the agitation appears to be the work of a few interested merchants and financiers, who use patriotic and popular catchwords to stir up public opinion. I think the same may be said of Bussorah, but the feeling on the subject seems to be less acute at Bussorah owing probably to the influences at work being less powerful. The agitation at Bussorah has not assumed a serious character, and it is probable that the steps taken by the local authorities may check its development. On the 30th December the vali summoned the priests of the Christian and Jewish communities to the Serai, and, in the presence of a large crowd assembled there, read a telegram received from the Grand Vizier, which was to the effect that the steamers belonging to the Turkish Government had not been sold, but that a Turkish company was to be formed, in which the steamers of both lines were to be incorporated; that four Ottoman subjects, chosen from among the merchants of Bagdad, would be placed on the board of control; that part of the shares of the new company would be offered for sale in Bagdad; that the company's shares would not be sold to foreigners; and that there was no harm in the amalgamation, which was still under consideration.

The publication of this telegram seems to have had a salutary effect. The amalgamation continues to form the subject of animated discussion in the newspapers.

and bazaars, but I have not heard of any public meetings being held or formal resolutions passed in disapproval of it.

I have, &c.
J. E. CROW.

[4233] No. 22.

Sir G. Lowther to Sir Edward Grey.—(Received February 7.)

(No. 53.)
Sir, *Pera, January 31, 1910.*

I TOOK an opportunity to-day of asking the Grand Vizier whether he had sufficiently studied the Lynch question to enable him to give me any information as to the present views of his Government on this matter.

His Highness replied that he was causing a Bill to be drafted which would promptly be laid before Parliament, and which would clearly define the powers of the Government with regard to the granting of all concessions. It would be short, and he hoped that it could be promptly passed, for he realised that much of the sympathy which had been shown to the new régime here had been forfeited owing to the disappointment of business men who had spent much time here in endeavouring to obtain concessions, and had eventually gone empty-handed away, in many cases owing to what the Government conceived to be their legal inability to grant such concessions.

I said the Lynch matter did not quite come within this category, as it was not, strictly speaking, a concession, and the scheme had already been approved by an overwhelming majority of the Chamber.

His Highness, however, maintained that until the powers of the Government were definitely defined he would not go further with the matter. It might arouse a good deal of opposition, which he hoped would disappear once these powers were clearly established by law.

I have, &c.
GERARD LOWTHER.

[4237] No. 23.

Sir G. Lowther to Sir E. Grey.—(Received February 7.)

(No. 57.)
Sir, *Constantinople, February 2, 1910.*

I HAVE the honour to forward herewith a despatch from the military attaché to this embassy, reporting a conversation with Nazim Pasha, the new vali of Bagdad.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 23.

Major Tyrrell to Sir G. Lowther.

(No. 11.)
Sir, *Constantinople, January 27, 1910.*

I HAVE the honour to report that I have recently had a conversation with Ferik Nazim Pasha, who, as reported in my No. 2 of the 2nd instant, has been appointed Vali of Bagdad and General Officer Commanding VIth Ordu.

Nazim still seems in no hurry to leave Constantinople, though the conditions which he originally demanded have been granted. He now tells me that he has demanded promotion for the officers whom he has selected to accompany him, his argument being that officers cannot be expected to go to such distant places, and to such an unhealthy climate, without compensation. I think this is quite unreasonable in view of the law for the "Epuration des Grades," which has been strictly, even drastically, applied, and which is so generally approved.

The Ministry of War could hardly justify its accession to this demand of Nazim's.

It is also a characteristically Turkish view of the duties of an officer towards his country, and I was sorry to see it held by one who is so generally esteemed, and who is considered to be one of the best soldiers Turkey possesses.

Nearly every officer with influence or connections schemes to stay in Constantinople, or at any rate not to go very far away; and as the best educated officers, and those who have been able to study abroad, are usually in this category, there is a tendency for all the pick of the officers to collect in the first three ordus, and especially at headquarters in Constantinople, to the detriment of the army in the more distant provinces. Though the modern and up-to-date Turkish officer is inclined to speak much of the Empire, there appears to be a fatal disinclination to take up the burden of Empire *in propria persona*. Probably the very poor results of the various small punitive expeditions during 1909, and the way in which tribes and individuals appear to successfully defy the Government in Kurdistan, Mesopotamia, the Yemen, &c., are due to this cause. If only good men would go out there, matters might improve.

I spoke something in this strain to Nazim, pointing out how much he might do in Mesopotamia with the powers conferred on him, and how the credit of reorganising the VIth Ordu would be his. As he and I have mutual acquaintances in that part of the world, we discussed the conditions there. He said he knew that Saponji Pasha, of Mosul, whose bad influence there has been reported by His Britannic Majesty's vice-consul, was a rascal, and that it was owing to his intrigues that the Government had sent troops against the Sheikh Barzani, who, he said, had done nothing, and was in no way to blame. This also agrees with Mr. Wilkie Young's reports.

Nazim's views on the situation in general, and on the army in particular, were pessimistic. He denied that any real improvement had taken place, complained of the want of power and lack of strength of the higher commanders, and said that the new Minister of War, Mahmud Shevket, was useless.

I think his views may be somewhat discounted on the grounds that he is still disappointed at being on the shelf, so to speak. He is evidently outside the controlling ring, and is still regarded askance by the Committee.

The impression he gave me was that he has not at all made up his mind to go to Bagdad, and is hoping that something to his advantage may turn up here.

I have, &c.
G. E. TYRRELL, *Major*,
Military Attaché.

[4239] No. 24.

Sir G. Lowther to Sir Edward Grey.—(Received February 7.)

(No. 59.)
Sir, *Constantinople, February 2, 1910.*

I HAVE the honour to forward herewith a despatch from His Majesty's vice-consul, reporting on the situation at Adana.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 24.

Vice-Consul Doughty-Wylie to Sir G. Lowther.

Sir, *Adana, January 24, 1910.*

I HAVE the honour to report that there exists, unfortunately, a new feeling of panic among the Christians here. It arises from the rearrest of certain Armenians, such as the notorious Guerkderelian, from the prevalence of burglary, and from the direct threat of renewed massacre circulated among their Armenian neighbours by Turkish women. In these threats Greeks and foreigners are included, and even the "Ghiaour" vali.

Personally, I do not think that there is any chance of any further massacre. There may be a few murders, but organised killing would be at once stopped by the vali by all means in his power, and Mehemet Ali, the military commandant, who has four battalions in Adana at present, must know that his reputation and advancement depend on the maintenance of order.

The situation arises from the intrigues of the many enemies of the vali. His reforming zeal, his constant solicitude for Christians, and the execution of the twenty-five Turks have offended the great majority of the Moslems. There is a further sore caused by the appointment of the new mufti. Instead of election by the softas, the election of the mufti on this occasion (it was before my return) appears to have

seen, by the vali's orders, in the hands of the municipality. The result was the nomination of a clever but unpopular hoja, who is freely accused of corruption. I am assured that this supposed infraction of their privileges has set the religious more against the vali than anything else, even the executions.

There is another story going round which has probably some substratum of truth. The vali and Mehemet Ali Bey, his senior officer under martial law, still holds a great amount of power. The sitting court-martial is under his influence. He himself is certainly more susceptible than the vali to the influence of hojas. He has probably felt a personal grievance at serving under his junior, and now, when the time is approaching to lay down his power (for the end of martial law is announced for the end of February), he may feel a little reluctant to revert to an ordinary staff officer. Those who wish to weaken and discredit the vali lose no opportunity of pulling them apart, and even the story of a difference and its supposed consequence, the resignation of the vali spreads panic among the Christians. The burglaries are said to be the work of the soldiers. It might be said that this fine new-fangled vali with his new police cannot keep his own house in order; that in spite of his benevolent intentions Christians have to fly from Adana; that in the light of facts he is a failure. Neither the vali nor Mehemet Ali in their frequent conversations with me let fall the slightest sign of any tension between them, but it would have to be very acute before they allowed a foreigner to find it out from their own lips.

The vali's difficulties are those that beset any reformer, and it is not, in my opinion, likely that he will succumb to them as long as he is backed as he is at present by his friends in Constantinople—Talaat and Javid Beys. If they find it convenient for political reasons to drop him, he would have to go at once.

Much material progress has been made with relief and rebuilding during my absence. The money voted by Parliament has, on the whole, been wisely expended. There is more work to do, and it will still take years for the province to recover; but the corner is turned. The bad economic effect of the present panic will, it is to be hoped, be only temporary.

As regards trade activities, the Germans, already well to the fore with the well-managed "Deutsche Baumwolle Levantische Gesellschaft," are using, as is natural, the advent of the Bagdad Railway to make a few steps further. They seem to be trying to buy land and farms. Capital is of course wanted. The vali's idea as a patriotic young Turk is to have Ottoman companies, but so far as I know nothing has yet resulted, foreign control in some shape being demanded as the price of foreign capital. I have heard of no schemes for the working of similar undertakings by Englishmen, but I see no reason whatever to think that Germans will be unduly favoured. Any trader able to accept the new Ottoman conditions will be encouraged to work.

I have, &c.
C. DOUGHTY-WYLIE.

[4241] No. 25.

Sir G. Lowther to Sir Edward Grey.—(Received February 7.)

(No. 61.)

Sir, *Constantinople, February 2, 1910.*

WITH reference to Mr. Marling's despatch No. 980 of the 19th December, 1909, I have the honour to forward herewith a despatch from His Majesty's vice-consul at Mosul respecting the Nestorians of El Kosh.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 25.

Vice-Consul Young to Mr. Marling.

(No. 1.)

Sir, *Mosul, January 3, 1910.*

I HAVE the honour to acknowledge the receipt of your despatch of the 9th November last with reference to the Nestorian converts in this district.

In accordance with the instructions contained in this despatch and in Sir Gerard Lowther's of the 21st March last, I have continued, always in an unofficial and most

friendly manner, my endeavours to induce the local authorities to see that fair treatment is accorded to these converts; and, though as yet nothing positive has been achieved, it is only fair to the present vali to say that he has invariably received my representations in a very courteous and friendly spirit, and that his Excellency has certainly done something towards protecting these people from overt oppression. At the same time, it would be idle to close one's eyes to the fact that a powerful—and, it is to be feared, ruthless—influence is working both here and at Constantinople with a view to repressing the movement in question. In the circumstances, it seems very desirable that the local authorities here should be provided with definite instructions to accord to these Nestorians the liberty and protection to which—as mentioned in Sir Gerard Lowther's despatch—they are entitled by article 2 of the constitution. If there are difficulties in the way of their being at present registered as a separate community, it would seem that the Government have at least no justification for forcing them to remain members of the particular community from which they desire to escape. This is a very real hardship, as it keeps them in theory and fact subject to the authority of the Patriarch Emanuel and the petty persecution of his subordinates.

Nor can the present uncertain attitude of the Turkish Government in this matter be viewed without anxiety. It seems that the Nestorian bishop, Mar Elia, has somehow obtained permission to leave the Van vilayet, and may be expected here at any moment, but, unless the Government make unmistakably clear their determination to protect him and his flock, it is more than likely that the Patriarch Emanuel will organise some hostile demonstration with a view to throwing the blame of a disturbance of the peace upon the Nestorians. Hence the telegram which I ventured to address to you to-day.

There seems unfortunately some reason to believe that an effort has been, and is being, made to represent the present tendency among the Chaldeans to revert to their ancient Church as having originated in this vice-consulate. Such ill-advised suggestions may be dismissed without comment, but it is perhaps not inopportune to recall that the present movement, far from being new, is in fact no more than a fresh indication, coinciding with the revival of the constitution, of the chronic difficulty experienced by the French missionaries in retaining the allegiance of their "converts" in this district, and if such admirably organized efforts, backed by French influence and very considerable material resources, are unequal to the end in view, it is obvious that promptings from a quarter which has no inducement whatever to offer would not be likely to affect the matter one way or the other.

As Gibbon says of the Nestorians: "Their separation from the western world had left them in ignorance of the improvements or corruptions of a thousand years, and their conformity with the faith and practice of the fifth century would equally disappoint the prejudices of a Papist or a Protestant;" and the fact seems to be that, consciously or unconsciously, these oriental Christians have religious sentiments peculiar to themselves—perverted and heretical perhaps, but still strong sentiments—which, in the course of eighteen centuries, have become almost an instinct, and are proof against genuine and lasting conversion to any of the systems of the west. Hence the present solicitude of the Patriarch Emanuel and his supporters for the village of El Kosh has behind it the fear that his, and consequently their, hold over a wide and important area is, under the constitution, gravely threatened. The circumstance would not, however, appear to call for misgiving on the part of the Ottoman Government or its friends.

I have, &c.
H. E. WILKIE YOUNG.

NOTE.—Reference to reports from this district shows that the present movement has continued intermittently for at least half-a-century, though, under the old régime, hostile influences here and at Constantinople were always strong enough to keep it under. From an account contained in "Asshur and the Land of Nimrod," chapter viii, it appears that the state of affairs more than thirty years ago was precisely what it is at the present moment.

H. E. W. Y.

[5145] No. 26.

Sir G. Lowther to Sir Edward Grey.—(Received February 14.)

(No. 63.)

Sir, *Constantinople, February 3, 1910.*

WITH reference to my despatch No. 59 of yesterday's date, I have the honour to transmit herewith a copy of a further despatch received from His Majesty's vice-consul at Adana, reporting that the feeling of fear among the Christians has subsided. Mehemet Ali has also been recalled, and the vali is now military as well as civil governor.

I have, &c.

GERARD LOWTHER.

Enclosure in No. 26.

Vice-Consul Doughty Wylie to Sir G. Lowther.

Sir, *Adana, January 28, 1910.*

WITH reference to the state of affairs mentioned in my despatch of the 24th, I have the honour to report that the panic has now subsided. Mehemet Ali Bey has been suddenly summoned to Constantinople, and the appointment of the vali to command the troops, in addition to his other duties, has been announced. This victory for the vali will no doubt have its effect on the Turks. He was dining with me a few days ago, and confided to me that the tension between him and Mehemet Ali had become very acute, but he called on me yesterday to tell me that he was doing the wise and proper thing (or so it seems to me) in denying that there had ever been any tension, that Mehemet Ali was to stay in his (the vali's) house while preparing for departure, and that he would pay Mehemet Ali particular honour, even going with him as far as Mersina to see him embark. Mehemet Ali has done much good work here, and though I am glad at the present juncture that he is leaving, I think he deserves the thanks of the community for keeping good order in difficult times. He has well merited military promotion.

As regards the affair of the mufti, the vali's nominee has resigned. This is certainly a victory for the hojas of Adana. The vali, I gather, now proposes to ask for a mufti from Constantinople, an idea which meets with much protest from the local people.

On Monday, the 31st, there is to be a public dinner of reconciliation, to which 300 guests are bidden, including the corps consulaire. The vali asked me whether I thought he could rightly put the Catholicos of Sis on his right and the mufti on his left, and then the foreign consuls, while facing him would be Mehemet Ali with a hoja on his right, and the Catholic Armenian Bishop on his left. It seemed to me to be a good idea.

I have, &c.

C. DOUGHTY WYLIE.

[5149] No. 27.

Sir G. Lowther to Sir Edward Grey.—(Received February 14.)

(No. 67.)

Sir, *Pera, February 8, 1910.*

WITH reference to your despatch No. 378 of the 11th December last, I have the honour to report that two of my colleagues have recently approached the Grand Vizier again with regard to the claims of their nationals in connection with the events of Adana in April last, and his Highness replied that, while not disapproving in principle of the idea of submitting the question of the liability of the Ottoman Government to The Hague Tribunal, it was quite impossible for him at present to lay such a suggestion before Parliament here. His Highness evidently dreaded making a suggestion which would arouse all the fanatical feelings which have recently been showing themselves in that assembly, and which, he feared, might have their repercussion throughout the country.

I have, &c.

GERARD LOWTHER.

[5151] No. 28

Sir G. Lowther to Sir Edward Grey.—(Received February 14.)

(No. 69.)

Sir, *Constantinople, February 7, 1910.*

THE condition of the Anatolian provinces appears from the reports lately received from His Majesty's consular officers to be fairly quiet at present, and a certain number of reforms are being gradually carried out. Commissions for the reorganisation of the officials have been sitting at Van and Diarbekir under the presidence of the valis of these vilayets. In the latter city three-quarters of the existing police force have been removed, though the report of the commission has not yet been published, while a number of notoriously incompetent officials in the other administrative departments have been removed; the energy and fearlessness of the vali in carrying through these reforms has made a great impression both on the Christian and Moslem population. The commission at Van has similarly dismissed many high native officials and replaced them by others, among them a number of Armenians, who were at first subjected to a regular examination. Steps are also being taken, as at Diarbekir, to reorganise the gendarmerie and police forces under two officers, one of them an Italian, who are shortly expected there. The Armenians of the district are, however, panic-stricken at the prospect of serving in the army; all the enthusiasm at first displayed has evaporated, and they are giving all manner of pretexts to evade military service, some of them even quitting the country. Only the more ardent of the Tashnakists remain as zealous as ever, but their influence in the country is much on the wane, as the protection of the club is found to be no longer required under the new conditions, and Varamian, the head of the organisation, has himself left Van to take up his permanent residence in Constantinople.

The authorities seem to be awakening to the necessity of keeping the Kurds in order. Various outlaws who had been accused of killing Armenians in July and November last in the neighbourhood of Bergri, Arjish and Adeljivas, have been arrested and brought into Van for trial, and their conviction would have a very good effect in inspiring the local population with a feeling that the authorities are serious in their endeavours to restore order. Several small punitive expeditions have been sent out to restore order recently, one of them from Van, to capture, dead or alive, a Kurdish chief Malor Agha, who for many years past has been a scourge of the neighbourhood of Modky, and had kidnapped two Armenians only last November and demanded a high ransom for them. Finding that the acting vali, Salim Pasha, meant this time to take energetic measures, Malor released the Armenians, but the expedition was not deterred, and after a sharp fight Malor's son and his wife were killed and his house burnt, whilst he escaped into the mountains, and the winter weather has made it impossible to pursue him further for the present. Another expedition has set out from Diarbekir, to combine with troops from Mosul and Der Zor, to punish the Shamar tribe, who have been causing trouble in the country of Veranshehr.

Some of the leading Kurdish chiefs and miscreants have not waited for the Government to descend upon them, but anticipating their action, have made their preparations for removal of goods and flocks in time, and have themselves now fled across the frontier into Persia. These tactics have been adopted not only by famous outlaws like Said Bey and Mir Mahi of Norduz, but even so influential a man as the Haidaranli chief Hussein Pasha of Patnotz has, on the invitation of the Khan of Maku, taken refuge with him across the border, accompanied by the brothers Emin Pasha and Ali Bey, and another Kurdish chief Timur Pasha. From Maku Hussein Pasha despatched a telegram to the Sultan complaining that he had been compelled to take flight owing to the persecutions of the vali Jelal Bey, although he had been guilty of no violence since the restoration of the constitution. It seems probable that the real grounds for his departure were that the prospect of having to give up the stolen lands to their Armenian owners next May and of having to pay the Government the arrears of taxes which he has for a long time past been illegally collecting, made him realise that he would be left in comparative poverty if he remained in Turkey, whereas the disorder which reigns in Persia just now might give him more scope for displaying his peculiar qualities to advantage. The flight of the Kurdish chiefs should at any rate facilitate the settlement of the question of restoring the Armenian lands in May, but it may cause the Turkish Government some embarrassment in other respects. The Armenians are much alarmed, fearing that it will result in constant raids upon them, centering round Arjish, in the spring, and the Turks themselves are inclined to think that many more Kurdish chiefs will follow Hussein's

lead, and by denuding the Turkish frontier of its protectors eventually drive the Government to a compromise on the basis of a general amnesty and a remission of all debts. Meanwhile the Persian Khan of Maku has gained considerably by the reinforcements he has received from his Kurdish friends, and will become a force to reckon with on the Turco-Persian frontier.

I have, &c.
GERARD LOWTHER.

[4223] No. 29.

Sir Edward Grey to Sir G. Lowther.

(No. 37.)
Sir, *Foreign Office, February* 14, 1910.

WITH reference to your despatch No. 53 of the 31st ultimo, respecting the proposed fusion of the navigation interests on the Tigris and Euphrates Rivers, I request that your Excellency will take the first opportunity of using to the Turkish Government the language held at my request by Sir C. Hardinge to the Turkish Ambassador on the 24th ultimo, as set forth in my despatch No. 20 of the 30th January. You should at the same time express His Majesty's Government's disappointment that the Porte are not prepared to fulfil the engagement given by Hilmi Pasha that the fusion would be carried into effect without being submitted to the Turkish Parliament.

I am, &c.
E. GREY.

[4233] No. 30.

Foreign Office to Mr. H. F. B. Lynch.

Sir, *Foreign Office, February* 14, 1910.

WITH reference to your call at the Foreign Office on the 4th instant, I am directed by the Secretary of State for Foreign Affairs to inform you that His Majesty's Ambassador at Constantinople reports that it is useless to press the Porte further to bring to a conclusion the scheme for the fusion of the steam navigation interests on the Tigris and Euphrates Rivers.

In these circumstances, instructions have been sent to him to inform the Turkish Government that if the proposed fusion should fall through, the concession of the present Euphrates and Tigris Company would still hold good, and that His Majesty's Government would give the company their full support in maintaining its rights. Sir G. Lowther has also been instructed to state to the Sublime Porte that His Majesty's Government are much disappointed that the present Turkish Government are not prepared to fulfil the engagement given by Hilmi Pasha to effect the proposed fusion without submitting it to the Turkish Parliament.

I am, &c.
LOUIS MALLET.

[2118] No. 31.

Foreign Office to India Office.

Sir, *Foreign Office, February* 16, 1910.

I AM directed by Secretary Sir Edward Grey to acknowledge the receipt of your letter of the 18th ultimo relative to the shipment by Messrs. Wönckhaus of the red oxide which has been already mined on the island of Abu Musa.

I am to state that Sir E. Grey concurs in the opinion of Viscount Morley that the conditions attached last year to the presence in the island of Hassan-bin-Sanaiyeh are reasonable and should be upheld, and that it is undesirable that the German firm should be permitted to send their own coolies to the spot.

Sir E. Grey would accordingly suggest that instructions should be sent to the acting British consul-general at Bushire to inform the German vice-consul in a friendly manner that His Majesty's Government cannot understand the reasons for raising at this late hour the question of the arrangements made with a view to facilitate the

shipment of the oxide on behalf of Messrs. Wönckhaus, inasmuch as, so far as Sir E. Grey has been informed, they were not called in question in 1908 and have in no respect been changed. His Majesty's Government would, however, be glad to know in what respect they are irksome, but in the meantime, in view of their responsibility for the maintenance of order on the island, they regret that they are unable to modify them.

I am, &c.,
LOUIS MALLET.

[5624] No. 32.

Mr. Lynch to Foreign Office.—(Received February 17.)

Sir, 33, *Pall Street, London, February* 16, 1910.

WITH reference to your despatch of the 14th instant, I understand that this despatch refers to the statement made a few days ago by the Grand Vizier to His Majesty's Ambassador at Constantinople, to the effect that he did not feel himself in a position to conclude the fusion between the two companies until he had seen the text of the new law to be submitted to Parliament on the subject of concessions. The Grand Vizier added that he hoped that there would be nothing in the text of the new law to prevent him from completing the transaction.

I called this morning at the Foreign Office, and pointed out that the attitude taken up by the new Grand Vizier, namely, that he must await the appearance of the new draft law, would seem to be quite inadmissible when taken in relation to what has gone before. The question was very fully discussed by the Turkish Parliament in December last. On that occasion a motion was brought forward by the deputy, Halil Bey, approving of the declarations made by Ministers on the subject of the proposed fusion, on the condition that the concession should be submitted to the Chamber for ratification. This motion was opposed by the Government, and it was eventually withdrawn, Hilmi Pasha giving the Chamber the assurance that, in return for full liberty to deal with and grant this particular concession, the Cabinet bound itself not to impose any financial obligation upon the budget. The motion having been withdrawn, another motion was substituted, of which the following is a translation:

"The Chamber recognises the right of the Government to grant concessions which do not involve any financial guarantee on the part of the State, until such time as a law shall have been promulgated dealing specially with the subject of concessions. As regards the *affaire* Lynch, if the Lynch Company accept the proposals of the Government, the Government are empowered to grant the concession, inasmuch as no financial obligation is placed thereby upon the budget. The Chamber expresses its entire confidence in the Cabinet, and passes to the order of the day."

This motion was carried by an overwhelming majority—168 votes against 8 votes.

It is therefore perfectly clear that, when last it dealt with the question, the Chamber, after a protracted debate, and by an immense majority, specifically authorised the Cabinet to conclude the fusion without any reference to Parliament, provided that the British company accepted the proposals of the Government, and that no financial obligation were placed upon the budget. The British company immediately complied with both these conditions. Some delay has been caused by changes in the Ministry, rendered necessary by the retirement of Hilmi Pasha; but the Ministers specially conversant with the matter, namely, Javid Bey (Minister of Finance) and Halajian Effendi (Minister of Public Works), retain their portfolios. Since no action on the part of Parliament has taken place in the meanwhile, the Cabinet remains authorised to conclude the transaction on the terms cited above.

Under these circumstances, I trust that His Majesty's Government will hold the Turkish Cabinet to their pledges. The negotiations have already cost the British company a considerable sum of money, besides occupying their board incessantly for upwards of a year.

Since my visit to the Foreign Office, I have received the following telegram from the representative of the British company in Constantinople, Mr. J. E. W. Whittall:

"New law concessions: contains clause apparently aimed especially necessitate submission scheme Parliament; other facts confirm this view. Have spoken strongly His Majesty's Ambassador, Constantinople, who is communicating with Sir Edward

Grey. Necessary you see the Foreign Office bring pressure to bear on the subject through Foreign Office authorising extremely energetic action here, as otherwise fear not only will your concession be vetoed, but, what is more important with it, death blow will be dealt to England's commercial intercourse with Persia viâ Gulf."

If the clause should bear the meaning ascribed to it by our representative, a flagrant breach of faith will have been committed by the Turkish Government, and I trust that in that event His Majesty's Government will not rest satisfied with mere protest and maintenance of the *status quo ante*. New forces have come into play of recent years in these regions. The fusion was designed to meet these new forces, and the present British company, with the limitations which have been placed upon its operations, is not in a position effectually to combat them.

I have, &c.
H. F. B. LYNCH.

[5693] No. 33.

Sir Edward Grey to Sir G. Louther.

(No. 37.)
(Telegraphic.) P. *Foreign Office, February* 17, 1910.

MESOPOTAMIAN oilfields, railway and mining rights in Anatolia (see your telegram No. 212 of last year).

I understood from above telegram that concession was to be given to D'Arcy, but D'Arcy informs us that Chester, Glasgow, and Prince Ibrahim are now in London trying to raise 16,000,000*l.* for this purpose. D'Arcy also says that he hears that Haladjian is inclined to give concession to this group. He personally wishes it to be made clear that, although Glasgow is using his name very freely, he will have absolutely nothing to do with this group, as he is most sceptical as to their ability either to execute the scheme or to finance it.

I should be glad if you would telegraph information as to the situation.

Has Hakki treated this case as he has treated the Lynch concession, and reversed Hilmi's decision?

[5789] No. 34.

Sir G. Louther to Sir Edward Grey.—(Received February 18.)

(No. 27.)
(Telegraphic.) P. *Constantinople, February* 18, 1910.

WITH reference to Foreign Office telegram No. 37:

The D'Arcy proposal was excluded for the time being, owing to the acceptance in principle last August by Parliament of Glasgow scheme (see my despatch No. 686 of the 23rd August, 1909), which tied the hands of Hakki Pasha (see Mr. Marling's despatch No. 931 of the 22nd November). The Minister of Public Works has the Chester scheme still under consideration, and although believed to be favourably viewed by him, it will certainly meet with considerable opposition.

Any arrangement made under Concessions Bill, copy of which I forwarded on the 16th instant, will have to be considered by Parliament.

[5624] No. 35.

Sir Edward Grey to Sir G. Louther.

(No. 38.)
(Telegraphic.) P. *Foreign Office, February* 18, 1910.

LYNCH-HAMILTON question. See my telegram No. 1 of the 3rd January.

What exactly is attitude of Porte to sinking fund proposal mentioned in above telegram? According to Lynch the proposal has been accepted in principle by them. He also informs us that there is a clause in the new concessions law which would make it necessary for his scheme specially to be submitted to Parliament. Please ascertain if there is any foundation for this statement, and, if it is true, suggest what steps ought to be taken.

[5789] No. 36.

Sir Edward Grey to Sir G. Louther.

(No. 39.)
(Telegraphic.) P. *Foreign Office, February* 18, 1910.

CONCESSIONS in Anatolia.

See your telegram No. 27 of to-day's date and Mr. Marling's despatch No. 929 of the 23rd November, 1909.

It appeared from the above-named despatch that the Glasgow-Chester scheme's prospects were not very good, and that Ottoman Public Works Department was not inclined to lend a favourable ear to them.

D'Arcy now says that Haladjian is more favourable, and requests that it may be made known that in his opinion the syndicate is unsound, and that he will have nothing to do with it.

His Majesty's Government attach much importance to D'Arcy's offer receiving a fair consideration, and you should impress this unofficially upon Hakki.

[5881] No. 37.

Mr. F. C. Strick to Foreign Office.—(Received February 19.)

Baltic House, Leadenhall Street, London.
February 18, 1910.

Dear Mr. Mallet,

THE following is an extract of a letter I wrote to Colonel Cox a few days ago with reference to the difficulty which the Germans are experiencing in selling the parcel of Abu Musa oxide which they imported into Hamburg about two years ago:—

"So far as I have been able to gather, after a lapse of two years there is still a stock of some 700 tons now lying at Hamburg which Messrs. Trauen, Stürken, and Co., the agents for Messrs. Wönckhaus, find considerable difficulty in selling, even in very small quantities, owing to the quality being in every way inferior to the trial shipment above referred to, being much darker in colour and only having about 60 per cent. of its staining power. They are now offering this stock at about 48*s.*, f.o.b. Hamburg, without finding buyers."

What I then wrote has since been confirmed by the fact that Messrs. Trauen, Stürken, and Co. are sending circular letters (copy of which I enclose*) to the principal oxide consumers in this country.

Yours sincerely,
FRANK C. STRICK.

[5942] No. 38.

Sir G. Louther to Sir Edward Grey.—(Received February 19.)

(No. 28.)
(Telegraphic.) P. *Constantinople, February* 19, 1910.

LYNCH case.

Referring to Foreign Office telegram No. 38:

Although two of the Ministers informed Lynch's representative unofficially, without committing themselves, that sinking fund proposal might appear to meet the requirements of the case, the Ministers have not accepted the proposal, and in conversation with me have hinted that it indirectly entailed a charge on the Treasury.

The Lynch scheme is not under any clause of the Concessions Law, forwarded by me on the 16th instant, specially submitted to Parliament, but it is apparently included under article 2 under the heading of concessions to be laid before Parliament, if the above-mentioned objection cannot be overcome. I wrote on this case in my despatch No. 92 to the Foreign Office of the 16th instant. At present the authorities show a decided disinclination to discuss matters until Parliament has considered the law. On Monday next I should be able to report more definitely.

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* Not enclosed.

[5934] No. 38*.

Sir A. Nicolson to Sir Edward Grey.—(Received February 20.)

(No. 62.)
(Telegraphic.) R. *St. Petersburgh, February 20, 1910.*

YOUR despatch No. 14: Samsun–Sivas Railway.

Minister for Foreign Affairs informs me that if construction of line be decided upon in principle Russian Government will support financial group represented by International Bank of Commerce of St. Petersburgh, Russian Bank for Foreign Commerce, and the Régie générale des Chemins de fer ottomans.

[5943] No. 39.

Sir G. Lowther to Sir Edward Grey.—(Received February 20.)

(No. 29.)
(Telegraphic.) P. *Constantinople, February 20, 1910.*

I HAVE received following telegraphic despatch, dated the 19th instant, from Consul-General at Bagdad:—

"Lynch case.

"Protest of principal Jewish merchants against the expected navigation monopoly, which I have forwarded, should reach your Excellency by next mail. I regard their protest as important, and in my humble opinion it would be well to await it."

[5976] No. 40.

Sir G. Lowther to Sir Edward Grey.—(Received February 21.)

(No. 92.)
Sir, *Constantinople, February 16, 1910.*

WITH reference to my despatch No. 53 of the 31st ultimo, I have the honour to report that the Bill regulating the grant of concessions was laid before the Chamber yesterday. A translation thereof prepared in the embassy is enclosed herewith. The immediate interest of this piece of legislation is the effect which it may have on the prospects of the fusion of the two navigation companies in Mesopotamia, and I must confess that, in my opinion, the situation has not been improved by its appearance.

Both from the tone of the Grand Vizier in the conversation I had with him on this question, as reported in my above-mentioned despatch, and from the repeated refusals with which the Ministers of Public Works and of Finance have met Mr. Whittall's attempts to discuss the question of compensation by means of a sinking fund, as suggested in your telegram No. 1 of the 3rd ultimo, there appear to me strong indications that the Government do not intend to take on themselves the responsibility of concluding an arrangement which they fear would in the present feeling of the Chamber fail to pass. Sections 1 and 2 of article 1 of the Bill will give them a fair ground for alleging that if they agreed to accept the present draft convention, with a clause providing for compensation to the foreign shareholders by means of a sinking fund, they would be laying themselves open to the charge of encroaching on the prerogative of Parliament, and I fear that a defence based on the argument that the scheme is not really a concession at all, but merely the confirmation of the existing rights of the two companies, would carry very little weight in the Chamber. I think there can be very little doubt, judging by the disinclination shown by the Ministers interested to discuss the matter at all with Mr. Whittall, that it is the intention of the present Government that the convention should not come into force without obtaining the sanction of the Chamber.

Considering the strong pressure that His Majesty's Government brought to bear on the Porte at the close of last year, and the amount of public attention engaged on this question, it would of course be very unfortunate that we should now allow it to drop; but, on the other hand, I feel doubtful whether His Majesty's Government attach sufficient importance to the case to warrant me in pushing matters to a point where the stability of the present Ottoman Ministry might be affected, and I therefore venture to request that you will furnish me with a general indication of the line I should adopt.

I should add that there appears to be a growing feeling that the Government

should not take any share in the proposed amalgamation, and that it would be better that the shares of any company enjoying monopoly rights of navigation on the two rivers should be in private hands. It is too early to say whether anything practical will result, but it seems to me not impossible that a solution of the difficulty might be found on those lines.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 40.

Version published in the "Osmanische Lloyd" of February 16, 1910, corrected (in regard to discrepancies of importance) to correspond to the Turkish text, unofficially published in the "Tanin" of February 15, 1910.

PROJET DE LOI SUR LES CONCESSIONS TOUCHANT AUX INTÉRÊTS PUBLICS.

LA loi sur les concessions, attendue depuis si longtemps, a enfin été soumise à la Chambre hier. Elle est conçue dans le sens du sénatus-consulte bien connu qui demandait la soumission au Parlement de toutes les concessions entraînant quelque obligation financière pour l'État. La presse turque vante la clarté et l'esprit pratique de cette loi, dont on espère beaucoup pour le progrès économique. La loi est rédigée ainsi:—

"Article 1er. Parmi les concessions touchant aux intérêts publics, seront accordées par une loi spéciale:

"1. Celles qui impliqueront, de la part du Trésor, des affectations pécuniaires sous forme de garanties, de secours, ou autres engagements financiers, pour le présent et pour l'avenir.

"2. Celles qui intéresseront un service public porté au budget.

"3. Celles qui nécessitent une modification de la législation existante.

"4. Celles qui comportent des exemptions autres que celles mentionnées dans la présente loi.

"Quand de pareilles lois seront discutées, la Chambre et le Sénat les approuveront ou les rejetteront dans leur ensemble avec les contrats qui y seront joints.

"Art. 2. Les concessions qui ne tombent pas sous le coup de l'article 1er sont accordées directement par le pouvoir exécutif, avec application des formalités *ad hoc*.

"Parmi les concessions de cette sorte celles qui seront de la compétence des vilayets et des municipalités, ainsi qu'elle aura été déterminée par les lois relatives à leur organisation, seront accordées par les autorités locales.

"Art. 3. Pour les concessions accordées en conformité des articles 1er et 2, on suivra les règles de la procédure suivante en ce qui concerne les biens et les terrains immobiliers dont l'achat, l'expropriation, ou l'occupation provisoire seront nécessaires.

"Pour les terrains et les biens constituant des propriétés particulières et nécessaires aux travaux concédés et à leurs dépendances, dans le cas où un accord ne pourrait intervenir entre le concessionnaire et le propriétaire, ces terrains et ces biens seront vendus, conformément à la loi sur les expropriations, et le prix d'achat comme les frais seront à la charge du concessionnaire.

"Pendant la durée de la concession, sur la demande du concessionnaire et l'approbation du Ministère compétent, les terrains, carrières de pierre et de ballast, dont la possession temporaire est nécessaire, seront livrés au concessionnaire par les autorités locales, sous réserve des indemnités à verser par lui aux propriétaires.

"Les terrains 'miri,' c'est-à-dire domaniaux en friche, nécessaires aux travaux et à l'établissement de leurs dépendances, seront mis gratuitement à la disposition du concessionnaire jusqu'à la fin de la concession, de même que les diverses parties de ces terrains dont l'occupation provisoire sera indispensable pendant les travaux, avec les carrières de pierre et de ballast qui pourront s'y trouver.

"Art. 4. Pendant toute la durée de la concession, les terrains et les biens immobiliers nécessaires aux travaux pourront être affranchis d'impôts, de même que pourront être exemptés les revenus, fonds de réserve, actions, et valeurs de tout impôt autre que les droits de timbre. L'exemption de la taxe télégraphique pourra également être accordée en échange de certains avantages particuliers indiqués par le concessionnaire.

"On ne pourra imposer aucune taxe nouvelle ou supplémentaire tant que cela ne fera pas l'objet d'une disposition spéciale dans le contrat.

"Art. 5. Les matériels ou les utils importés de l'étranger par le concessionnaire pour la première installation ou pour l'extension de l'exploitation pourront être exemptés du droit de douane, soit temporairement, soit pour toute la durée de la concession.

"Art. 6. Dans le cas où le Gouvernement le jugerait utile, il pourra faire spécifier dans le contrat à intervenir qu'il aura le droit à la fin de la concession d'acheter les outils, les biens mobiliers, et le matériel propres à l'exploitation de la concession.

"L'estimation de la valeur du mobilier et du matériel sera faite par des experts, sur l'examen des livres de comptes, ou par tout autre moyen jugé convenable par le Gouvernement.

"Art. 7. Le Gouvernement pourra, s'il croit nécessaire, faire entrer dans le contrat une stipulation portant qu'une indemnité soit payée par le Gouvernement au concessionnaire pour les travaux qui seront exécutés pendant les dernières quinze années de la concession avec l'autorisation du Ministère compétent, et qui existeront toujours à la fin de la concession. Cette indemnité sera basée sur les dépenses faites pour ces travaux, ainsi qu'elles seront constatées par une déclaration faite par le concessionnaire et dûment prouvée, sauf une déduction d'une quinzième du prix pour chaque année écoulée depuis l'achèvement de chacun des travaux.

"Art. 8. Les concessions seront transformées en sociétés anonymes ottomanes, soumises aux lois et règlements ottomans, dans un délai fixé au contrat et au cahier des charges.

"Art. 9. Le pouvoir exécutif est autorisé à déterminer, par un règlement spécial, les formalités provisoires et la procédure qui seront en vigueur à l'avenir pour l'accord des concessions.

"Art. 10. Les dispositions de la présente loi ne trouvent pas application aux carrières de pierre ni aux mines, qui sont régies par des lois spéciales."

[6075] No. 41.

India Office to Foreign Office.—(Received February 21.)

Sir, *India Office, February 19, 1910.*

IN continuation of correspondence ending with the letter of this office of the 29th October last (enclosing paraphrase of a telegram from the Government of Bombay to the Government of India, dated the 29th September, 1909) as to the opening by the American mission of a dispensary at Mutra, I am directed by the Secretary of State for India to enclose copy of a letter from the Government of India, from which it will be seen that the Sultan of Muscat is still maintaining his objections to the work of Dr. Thoms.

Viscount Morley is disposed to think, on a consideration of these papers, that though His Majesty's Government have, strictly speaking, no *locus standi* for intervention, the case is one in which, in the interests of our good relations with the Sultan, whom we encourage to seek our guidance in the management of his foreign relations, it is very desirable, if possible, to effect a friendly compromise with the Government of the United States of America.

Should Sir E. Grey be of opinion that the circumstances admit of any intervention, I am to suggest that it might be explained orally to the United States Ambassador that the experience of the British Government, extending over a considerable time, has convinced them that the success of any doctor at Muscat is constantly dependent on the Sultan's goodwill, and that the presence of a doctor at the American mission in opposition to the Sultan's wishes is likely to hamper the mission in the good work which it is already doing. If it could be arranged that when Dr. Thoms takes leave next month a doctor unconnected with missionary work (who would incidentally have the right to take private practice at Mutra if he wished) should be placed in charge at the American consulate it seems probable that he would be able to win the Sultan's confidence, and that by degrees His Highness's opposition to the working in Mutra of a doctor more closely connected with the mission's work would disappear of itself.

But should Sir E. Grey consider that the circumstances and the contentions of the American consul are such as to exclude any further interference on the part of the political agent, Viscount Morley would be prepared to issue the necessary directions accordingly.

I am, &c.
R. RITCHIE.

Enclosure 1 in No. 41.

Government of India to Viscount Morley.

(Secret.)

My Lord, *Fort William, January 20, 1910.*

WITH reference to the correspondence ending with your Lordship's telegram, dated the 22nd September, 1909, we have the honour to forward a copy of the letters regarding the opening by Dr. Thoms of a dispensary at Mutra.

2. It will be seen that Mr. Ray, the American consul at Muscat, claims that an American missionary doctor is on the same footing as any other doctor, and that the American Government have invariably held that missionaries are traders within the sense of the word as employed in treaties. His Highness the Sultan has expressed his willingness to accept any doctor accredited by the United States Government, but Mr. Ray declines to allow any distinction in the classification of doctors, and contends that if His Highness is willing to accept one doctor, by implication, doctors in general must be acceptable to him. On these grounds the consul maintains his request that the Sultan's objections to the establishment of an American hospital in Mutra should be withdrawn.

3. Should His Majesty's Government be of opinion that the contentions of the American consul are in conformity with international custom, further intervention in our interests and in those of the Sultan will doubtless be difficult. But should it be found possible to support the Sultan, and if His Majesty's Government are of opinion that their influence could be usefully exercised with the United States Government, we would invite attention to the suggestion contained in paragraph 6 of Mr. Holland's letter of the 23rd November last, that a favourable opportunity for the withdrawal of the American missionary doctor will be afforded when Dr. Thoms proceeds on leave in March next.

We have, &c.
MINTO.
O'M. CREAGH.
J. O. MILLER.
W. L. HARVEY.
G. FLEETWOOD WILSON.
S. P. SINHA.
H. H. RISLEY.

Enclosure 2 in No. 41.

Mr. Holland to Government of India.

Muscat, November 23, 1909.

IN accordance with the instructions which I have received from the political resident in the Persian Gulf, I have the honour to forward herewith, for your information, a copy of letter, dated the 23rd November, 1909, which I have addressed to the resident on the subject of the American mission medical work at Muscat.

Enclosure 3 in No. 41.

Mr. Holland to Political Resident in the Persian Gulf.

Muscat, November 22, 1909.

I HAVE the honour to refer to your telegram, dated the 27th September, 1909, on the subject of the American Missionary Dispensary at Mutra.

2. The American consul, Mr. J. A. Ray, arrived in Muscat on the 27th September, and was received by His Highness the Sultan with his usual courtesy and kindliness.

Mr. Ray has had several interviews with His Highness since his arrival, but he has not on any occasion introduced the subject of the American mission. A few days ago, however, he opened negotiations by forwarding to the Sultan a formal letter, in which he requested His Highness to withdraw his objections to the establishment of an American hospital in Mutra. I enclose a copy of this letter, which has been furnished to me by His Highness the Sultan, and also a copy of the reply which His Highness has to-day dispatched to Mr. Ray.

3. His Highness showed me the draft of his reply before sending it off, but I did not think it necessary or advisable to suggest any change in its form. Seyyid Faisal is still very unwilling to sanction the establishment of the dispensary, and his present intention is to persist in his refusal unless he is forced to give way. As stated in my previous letter, His Highness's objections are partly religious and partly administrative. He fears that the doctor's successes will result in the conversion of patients, and that the missionaries will then attempt to intervene in administrative matters on behalf of their protégés. He thinks it possible that local disturbances may arise from the missionaries' interference with their patients' religion, and he fears that, if he gives his sanction to the enterprise, he will render himself responsible to the American Government, in a greater degree than at present, for the protection of the missionaries from the consequences of their actions.

4. I did not advise His Highness to agree to the American consul's request, because Mr. Ray's letter did not seem to me to afford an opportunity for a reasonable settlement at the present stage. On the other hand I carefully refrained on this, as on all previous occasions, from saying anything which might influence His Highness in the opposite direction.

The Sultan again asked that the British Government would help him in the matter, and I informed him in reply that I would report the matter to the resident, but that I could give him no assurance that the British Government would find it possible to support him.

5. In his letter Mr. Ray claims, in the first place, that under the terms of the United States treaty with Muscat, American citizens have a right to practise medicine in the Sultan's ports. This claim is doubtless valid, especially having regard to the fact that British doctors practise regularly in Muscat.

In the second place, Mr. Ray claims that an American missionary doctor is on the same footing as any other doctor, and he states that the United States Government have invariably held that missionaries are traders within the sense of the word as employed in treaties. Herein lies the real issue, and it will doubtless be considered with reference to precedents which are not at my disposal. To the layman it seems at least questionable whether a missionary, whose actions are not ordinarily governed by commercial considerations, can be regarded as a trader, and possibly other countries than America have not held that missionaries are traders within the sense of the word as employed in treaties. If missionaries are not traders the American claim on the ground of "equal opportunity" is untenable in this case, since no other missionary doctor is practising, or so far as I am aware ever has practised, in the Sultan's territories.

6. If His Majesty's Government find it possible to support the Sultan in this matter and are able to influence the United States Government in the direction required a favourable opportunity for the withdrawal of the doctor would be afforded in March next, when Dr. Thoms proposes to go on leave to America. If the American Government are unwilling to procure the recall of the doctor, but at the same time wish to avoid unpleasantness with the Sultan, perhaps the matter might be settled by simply leaving things as they are. Dr. Thoms is in possession and can continue his work, whether the Sultan countenances him or not. If circumstances should arise in which he needs the protection of his Government he will doubtless get it, and the formal recognition of his enterprise by the Sultan would hardly strengthen his hands.

7. But possibly the United States Government might consider such a solution undignified, in view of the fact that Mr. Ray has already made uncompromising demands by letter in the name of his Government. I think, personally, that the chance of a reasonable settlement would have been increased if Mr. Ray had discussed the situation personally with His Highness before writing a letter, and he would have found the Sultan quite ready to listen to him. I should have suggested this if Mr. Ray had spoken to me about the matter, but as he did not do so I could not, of course, interfere.

8. I may add that Mr. Ray's relations with the British community are most cordial, and that he is a pleasant addition to our society.

9. A copy of this letter has been forwarded direct to the Government of India in the Foreign Department, Calcutta, in accordance with your general instructions.

Enclosure 4 in No. 41.

Mr. Ray to Sultan of Oman.

(After compliments.) *Muscat, Oman, November* 15, 1909.

IN the course of your Majesty's correspondence with Mr. Muhammad Faizel, American vice and deputy consul, relative to the American hospital established at Mutra by Dr. S. J. Thoms, an American citizen, your Majesty expressed the desire that the matter might be laid before the American Government at Washington. This was done, and I now have the honour to communicate to your Majesty the reply of the American Government.

The Honourable Secretary of State of the United States of America has instructed me to inform your Majesty that the American Government maintains that the right of American citizens to practise medicine in your Majesty's dominions is guaranteed by the treaty between your Majesty's Government and the United States of America. The portions of the treaty bearing directly on the question are articles 4 and 6, which read as follows:—

"Article 4. The American citizen shall pay no other duties on export or import, tonnage, license to trade or other charge whatsoever, than the nation the most favoured shall pay.

"Article 6. The citizens of the United States resorting to the ports of the Sultan for the purpose of trade shall have leave to land and reside in the said ports without paying any tax or imposition whatever for such liberty other than the general duties on imports which the most favoured nation shall pay."

By all rules for the interpretation of treaties the practice of medicine is included in the word "trade" as used in these two articles, which grant to American citizens the treatment accorded to the most favoured nation. The only point to determine is whether, as a matter of fact, citizens of any other country are now, or have been in the past since the signing of the treaty, allowed to practise medicine in your Majesty's kingdom. That such is the case admits of no doubt. For example, Dr. Norman Scott, a British subject, now resides in Muscat, where he practises medicine and is in charge of a hospital where the subjects of your Majesty receive treatment. Dr. Scott has even treated patients in Mutra. The British hospital now in course of erection in Muscat has received the hearty approval and support of your Majesty. Some years ago, Dr. A. S. G. Jayakar, a British subject, retired to Mutra, where he continued to practise medicine until he moved to India, without any objection on the part of your Majesty, so far as I am able to learn. Other examples might be adduced, if necessary.

The circumstance that Dr. Thoms is in the employ of an American Missionary Society alters in no wise the aspect of the case. The American Government has invariably held that missionaries are traders within the sense of the word as employed in treaties. Missionaries are entitled to the same protection as any other citizens of the United States of America.

In the previous correspondence, your Majesty emphasised the point that you considered a doctor unnecessary in Mutra. The wisdom of Dr. Thoms's course in establishing a dispensary and hospital in Mutra is not a matter which this Government is at present disposed to discuss, as it is not a question of international law.

Under these circumstances, I am instructed to urge your Majesty to withdraw his objections to the establishment and operation of an American hospital in Mutra.

Enclosure 5 in No. 41.

The Sultan of Muscat to Mr. Ray.

(Translated purport.)

(After compliments.) *Muscat, November* 22, 1909.

RECEIVED your letter dated the 15th November, and understood that all was written in it regarding Dr. S. J. Thoms, the American. The doctor of the British Government is appointed officially by his administration for the work of a doctor, while the American doctor works on behalf of a community of mission, and as such interferes with the creed of others. Previous to this I do not remember of any doctor like this, and I am afraid that he will do something which will come in the way of my friendship with the American Government. I would agree if the American Government would

accredit him officially for the work of a doctor, and would undertake the responsibility that he will not interfere in matters of which we are afraid that it may cause unpleasantness among us. In such a case I may perhaps agree. We have done a lot for the American subjects here and have helped their merchants, and our friendship with the American Government has continued. Whatever it was necessary to write I have written.

Enclosure 6 in No. 41.

Mr. Holland to Government of India.

Muscat, November 30, 1909.

IN accordance with the instructions which I have received from the political resident in the Persian Gulf, I have the honour to forward herewith, for your information, a copy of letter, dated the 30th November, 1909, which I have addressed to the resident on the subject of the American mission medical work at Muscat.

Enclosure 7 in No. 41.

Mr. Holland to Political Resident in the Persian Gulf.

Muscat, November 30, 1909.

IN continuation of my letter, dated the 23rd November, 1909, I have the honour to submit herewith a copy of a further letter, dated 27th November, 1909, which the American consul has addressed to His Highness the Sultan on the subject of the American dispensary at Mutra.

2. I will submit a copy of His Highness's reply as soon as I receive it.

Enclosure 8 in No. 41.

Mr. Ray to the Sultan of Oman.

(After compliments.) *Muscat, Oman, November* 27, 1909.

YOUR Majesty's note, dated the 8th of Dzul Oida, 1327 A.H., has been received and its contents carefully noted. I observe that your Majesty states that a doctor officially appointed by the American Government would be acceptable to (him*). Now there is nothing in our treaty authorising any one to distinguish among American doctors, and any division of them into acceptable and unacceptable classes is purely arbitrary. The possession of a certain right by one doctor implies the possession of the same right by all doctors, unless the law gives authority to discriminate. As your Majesty declares that one kind of American doctor is acceptable, I assume that (he implies*) that American doctors in general are acceptable.

The point at issue then is not the right of American doctors to reside and practise in Oman, but the possible disturbance of the public peace arising from a missionary's meddling in religious matters. I feel justified in assuring your Majesty that the United States will not encourage their citizens in meddling, as they will not fail to support them in legitimate activities. I have never heard of our missionaries meddling. Should such a case occur it should be reported to the consul, who would be obliged to give the matter his most careful attention.

Enclosure 9 in No. 41.

Major Trevor to Government of India.

(Confidential.) *Bushire, December* 5, 1909.

I HAVE the honour to advert to the letter from the political agent, Muscat, to the political resident in the Persian Gulf (a copy of which has been sent to the Foreign Department direct) on the subject of the American Missionary Dispensary at Mutra.†

* Sic in original. † Enclosure 3 in No. 41.

2. Mr. Holland has discussed the question in detail, and it is unnecessary for me to say much. I agree with Mr. Holland that the whole question turns on whether a missionary can be considered a "trader" within the meaning of the word as employed in treaties. On the legal aspect of this I am not competent to express an opinion, but from a practical point of view I beg to say that, although the American missionaries at Bahrein and certain English missionaries regard themselves as traders, this Residency has never been able to regard them as such. It is of course impossible to convince the Sheikh of Bahrein (or Kowait) that a missionary whose principal aim in life is religion is on the same footing as a man who sells broadcloth for profit.

3. In view of the present attitude of the American Arabian Mission, it is interesting to read the views of the board of the mission as expressed in their letter of the 16th November, 1899, which incidentally admits that the result of the advent of missionaries in a Mahommedan country is very different from that produced by the residence of simple traders.

Enclosure 10 in No. 41.

Mr. Holland to Government of India.

(Confidential.) *Muscat, December* 18, 1909.

IN accordance with the instructions which I have received from the political resident in the Persian Gulf, I have the honour to forward herewith, for your information, a copy of letter dated the 18th December, 1909, which I have addressed to the resident on the subject of the American mission medical work in Muscat.

Enclosure 11 in No. 41.

Mr. Holland to Political Resident in the Persian Gulf.

Muscat, December 18, 1909.

IN continuation of my letter dated the 30th November, 1909, I have the honour to submit herewith a copy of His Highness's reply to the American consul's letter, dated the 27th November, 1909.

2. A copy of this letter has been submitted direct to the Government of India in the Foreign Department, Calcutta.

Enclosure 12 in No. 41.

The Sultan of Muscat to Mr. Ray.

(Translated purport.)

(After compliments.)

I RECEIVED your letter, and understand what you say about the doctor working with the mission. I explained to you what I fear regarding the consequences of a misunderstanding between me and the American Government owing to the said interference in religious matters. I request you to refer the matter to your Government, and I hope that the American Government would not like anything that would give rise to misunderstandings between us.

Dated the 23rd Zulkaad, 1327 (8th December, 1909).

FAISAL.

P.S.—I thought it fit to inform you of this.

F.

[6271] No. 42.

Memorandum by Mr. H. Lynch.—(Communicated to Foreign Office by Colonel Picot, February 21, 1910.)

WHILE the question of the amalgamation of the river services on the Tigris was under discussion at Constantinople, the columns of the "Osmanischer Lloyd," the

organ of the German Embassy in Constantinople, were filled with attacks upon the scheme. All the resources of German diplomacy in Constantinople were employed to excite Turkish suspicions, and the task was accomplished in so effectual a manner that its results have out-lived the comparative *détente* which has since taken place between British and German policy in Constantinople. The Germans recognised from the first that if the navigation of the great rivers of Mesopotamia were developed as a result of the carrying into execution of the amalgamation scheme, the Bagdad Railway in its passage to the Persian Gulf would have to compete with the well-organised service of steamers on the great rivers. Moreover, the steamers, operating from a base on the Persian Gulf, where British trade is still supreme, would prevent the diversion of the trade of Mesopotamia to the Mediterranean, which is one of the objects of German policy. For these reasons German diplomacy has worked persistently against the amalgamation scheme.

Further light upon the question is thrown by a report which has just been received from the agents of the British River Company in Bagdad, a copy of which is appended hereto. From this it appears that the Turkish Government have been favouring a plan of irrigation the effect of which would be to destroy the navigation.

Should the scheme for the amalgamation of the two river services fall through, the result cannot fail to be far-reaching, in a sense highly unfavourable to important British political and commercial interests. The communications of the country will pass out of our hands, and the trade will be diverted from the Persian Gulf to the Mediterranean. The board of the Euphrates Company would be wanting in their duty to His Majesty's Government were they to fail to point out the extreme gravity of the present situation, as well as the far-reaching nature of the consequences likely to ensue, should the amalgamation scheme be defeated. On the other hand, should the scheme go through, British interests, which are now the predominant foreign interests in Mesopotamia, would have to be consulted in any plans for the irrigation of the country; and water carriage under English auspices and based upon the Persian Gulf, would be given its full effect, as opposed to railway carriage under German auspices based upon the Mediterranean.

H. F. B. LYNCH.

33, Pont Street, London, S.W.

Enclosure 1 in No. 42.

Report by Mr. Parry.

WE have not yet been able to ascertain any official information regarding the new proposals as to the irrigation schemes in Mesopotamia, but from report, and from conversation with some of the junior members of the staff, we understand that the projet of forming a canal through the centre of the country between the two rivers, beginning at Beled on the Tigris and Romadi on the Euphrates, and joining up in the depression near Akrah Kuf and thence continuing on by a canal navigable for small boats to the Hai, is the scheme which Sir William placed before the Turkish Government as the most economical scheme as far as regards capital outlay.

The lake at Akrah Kuf is to be used as a receptacle for slit deposit brought down by the canals from the rivers, permitting the outlet canals running southward from the lake to carry clean water only, the slit having been precipitated on the bed of the lake.

Experts have expressed the opinion after examination of the data collected by Sir William Willcocks that more than a century of years would pass before the silt deposited will fill the depression forming the lake.

Such a canal would take most of the water out of the two rivers below Beled and Romadi and navigation would be impeded thereby, if not entirely stopped. We understand other schemes which would have conserved the navigable rivers were said to be too expensive, and in consequence the Turkish Government looked upon the proposal mentioned above favourably. We shall report from time to time how work is proceeding.

FRED W. PARRY.

Bagdad, January 24, 1910.

Enclosure 2 in No. 42.

Mr. Whittall to Sir G. Lowther.

Dear Sir Gerard, *February* 16, 1910.

I AM unable to come up and call on you this morning, but no doubt you will have already perused in the newspapers the articles on the proposed Law on Concessions.

Clause 2 of this law would seem to be especially drawn up for and aimed at the Lynch affair.

The Turkish company is to-day practically a public service, the receipts from which and the expenses of which are included in the budget.

The Cabinet has shown its hand, and it is perfectly clear now that they have purposely delayed matters, because they intended that under the new law the scheme should again be put before Parliament.

It would have been better and more honest, it seems to me, if they had frankly told us that they intended drawing up the new law in such a way as to necessitate this, because they dare not pass the scheme themselves!

There is no doubt now that even before the famous interpellation in Parliament Government had made up its mind not to grant the concession, and have been playing with us ever since.

Whether Parliament will eventually approve of or reject the scheme, I cannot say, but I fear that the whole *modus operandi* has been planned out with the object of getting the scheme rejected by Parliament and freeing themselves thus from any responsibility, which their official promises entailed.

If the scheme is rejected, as Fitzmaurice said yesterday, it would be an extremely serious blow to our prestige in this country. And not only this, for, to my mind, whether the concession is given to Lynch or not is quite secondary, but the point of vital importance which ought never to be lost sight of is that, unless we control the navigation on the Tigris especially, we must inevitably lose our paramount position and the semi-monopoly of our Persian trade viâ the Persian Gulf and Bagdad which we hold to-day.

This is far and away the most important consequence which will result from our loss of the control of navigation on the rivers.

Even had we secured the control of the Bagdad–Bussorah Railway section, the control of navigation would have been essential; but if we lose both, then the result must be eventually a death-blow to our trade.

The Cabinet have been playing a double game. They will naturally continue to do so until their game is won, unless action is taken by England.

Judging the Turk as I know him, if he is to be pulled up, it seems to me that the sooner it is done the better—and the more sharp the lesson, the more satisfactory and prompt will be the result.

I am, &c.
J. E. W. WHITTALL.

[5934] No. 43.

Sir Edward Grey to Sir A. Nicolson.

(No. 92.)
(Telegraphic.) R. *Foreign Office, February* 21, 1910.

IS the combination mentioned in your telegram No. 62 of 20th February [Samsoun–Sivas Railway] the same as that referred to in my despatch No. 309 of last year?

[6235] No. 44.

Sir G. Lowther to Sir Edward Grey.—(Received February 22.)

(No. 95.)
Sir, *Constantinople, February* 18, 1910.

WITH reference to my telegram No. 27 of to-day's date, I have the honour to forward herewith an article from the "Yeni Gazeta" on the subject of Messrs. Glasgow and Chester's railway schemes.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 44.

Extract from the "Yeni Gazeta" of the 17th February, 1910.

GLASGOW AND CHESTER'S RAILWAY SCHEMES.

THE press has up to now not paid sufficient attention to these American schemes. But in view of the importance of the subject, and of the fact that Mr. Chester's scheme is now being examined by a special committee of Ministers, it would be as well to discuss it a little.

During Nouradounghian's ministry Mr. Glasgow put forward a demand for the concession of various lines:—

1. From Sivas to Van, passing Kharput, Argani, Diarbekir, Bidis, and the north or south side of Lake Van.

2. From a point to be decided on the Sivas railway to Yimourtalik, down the Djihan valley.

3. From a point on the Diarbekir line to Mosul, Kerkuk, and Suleimanieh.

Chester's scheme in our opinion is merely a continuation of this.

The Americans will build the lines without kilometric guarantee, but they demand the right to work all mines 20 kilom. on each side of the railroad; and these mines are, with the exception of the copper mine at Argani, all petroleum. That is, the Standard Oil Company wants to lay its hands on these mines, not to work them, but to prevent others working them, and spoiling their monopoly. Thus, under the idea that we were only getting a railroad without guarantee, we should be saving the Standard Oil Company from the danger facing it, the danger that some other company should work our mines and undersell the Standard Oil Company. We hope that the Minister of Public Works has realised this.

Apart from this, we are inclined to regard these schemes as a monster speculation: we can hardly take as serious the proposal to build a railway, costing perhaps 20,000,000*l*, in a country which the promoters have had so little time to survey. We will leave this side of the question for another article. As Mr. Chester's plan differs very slightly from Mr. Glasgow's, our remarks on the latter may equally well apply to the former.

[6330] No. 45.

Sir G. Lowther to Sir Edward Grey.—(Received February 22.)

(No. 31.)
(Telegraphic.) P. *Constantinople, February 22*, 1910.

REFERRING to Foreign Office telegrams Nos. 37 and 39 of the 17th and 18th instant, Hahajian Effendi, while denying any knowledge of a combination between Glasgow and Chester, favours the latter's scheme as being the most suitable which has so far been presented to him.

He informs me he has received satisfactory assurances from the American Secretary of State regarding Chester's financial position, and declares D'Arcy's name has never been mentioned by him here. Chester's scheme appears, however, to have but little chance of being adopted, as few outside the Ministry are in favour of it.

[6339] No. 46.

Sir G. Lowther to Sir Edward Grey.—(Received February 22.)

(No. 32.)
(Telegraphic.) P. *Constantinople, February 22*, 1910.

LYNCH case.

With reference to my telegram No. 28 of the 19th instant;

In opinion of Grand Vizier, sinking fund proposal must entail a financial engagement on behalf of the Treasury, and any possible scheme for compensation would certainly indirectly involve the Treasury. He states that, until it is clearly stipulated what powers the executive have, he is precluded, owing to the vote of Parliament of the 18th December last, from settling the business. As soon as the Concession Law

goes through, however, which his Highness hopes it will in about a fortnight, he will discuss the affair with Mr. Lynch's representative. His Highness gave me the impression that no compensation clause would be necessary, but he did not commit himself on this point.

[6361] No. 47.

Sir A. Nicolson to Sir Edward Grey.—(Received February 23.)

(No. 96.)
Sir, *St. Petersburgh, February 20*, 1910.

WITH reference to your despatch No. 14 of the 17th ultimo in regard to the concession for constructing a railway from Samsoun to Sivas, I have the honour to transmit herewith copy of an *aide-mémoire* which I have received from the Russian Government on the subject.

I have, &c.
A. NICOLSON.

Enclosure in No. 47.

Aide-mémoire communicated to Sir A. Nicolson by M. Isvolsky.

EN réponse à l'aide-mémoire en date du 9 (22) janvier, année courante, concernant la construction du chemin de fer Samsoun–Sivas, le Ministère Impérial des Affaires Étrangères a l'honneur d'informer l'Ambassade britannique que dans le cas où la dite construction sera décidée en principe, le Gouvernement russe se propose d'appuyer le groupe financier dont font, entre autres, partie la Banque internationale de Commerce de Saint-Pétersbourg, la Banque russe pour le Commerce étranger, et la Régie générale des chemins de fer ottomans.

Saint-Pétersbourg, le 6 (19) *février*, 1910.

[6383] No. 48.

India Office to Foreign Office.—(Received February 23.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Viscount Morley, forwards herewith, for the information of the Secretary of State, copy of a telegram to the Viceroy, dated the 19th February, relative to the Abu Musa oxide question.

February 22, 1910.

Inclosure No. 48.

Viscount Morley to Government of India.

(Telegraphic.) P. *India Office, February 19*, 1910.

AFFAIRS at Abu Musa. My telegram of the 17th January last.

Having ascertained views of Cox, His Majesty's Government consider that the conditions attached to Hassan's presence in the island are reasonable and should be upheld; they also consider that to allow the German firm to send their coolies to the island is undesirable.

The German vice-consul should be informed by the acting political resident in a friendly way that the reasons for raising at this late hour the question of arrangements to facilitate shipment of oxide on behalf of Wönckhaus are not understood by His Majesty's Government, inasmuch as, so far as the information of His Majesty's Government goes, the arrangements were not questioned in 1908 and have in no respect been changed. The acting political resident should add that His Majesty's Government would be glad to learn in what respect the arrangements are irksome, but that, in the meantime, they are unable to modify them, having regard to their responsibility for maintaining order in Abu Musa.

[6713] No. 49.

Sir A. Nicolson to Sir Edward Grey.—(Received February 25.)

(No. 69.)
(Telegraphic.) P. *St. Petersburgh, February 25, 1910.*

SAMSUN–SIVAS Railway.

I do not think that the Russian groups referred to in my telegram No. 62 of the 20th instant are identical with those mentioned in your despatch No. 309 of the 29th November last, but I am making enquiries on this point.

[5881] No. 50.

Foreign Office to India Office.

Sir, *Foreign Office, February 25, 1910.*

WITH reference to previous correspondence relative to the working of the red oxide mines on the Island of Abu Musa, I am directed by Secretary Sir Edward Grey to transmit to you herewith copy of a private letter from Mr. Frank C. Strick,* on the subject of the difficulty which German firms are experiencing in finding a market for the consignment of that commodity imported into Hamburg about two years ago.

I am to observe that the information contained in this letter may be of use in the event of the Government of India being obliged to pay compensation to Messrs. Wönckhaus on account of the dispute which has arisen on this subject, and I am to suggest that the facts should be borne in mind in this connection.

I am, &c.
LOUIS MALLET.

[6977] No. 51.

Sir G. Lowther to Sir Edward Grey.—(Received February 28.)

(No. 96.)
Sir, *Constantinople, February 21, 1910.*

WITH reference to my despatch No. 843 of the 12th October and Mr. Marling's No. 887 of the 5th November last, on the subject of the relations existing between the Government and the Armenian Ecumenical Patriarchs, I have the honour to report that a partial reconciliation between the former and the Ottoman Government has now taken place, and that his Beatitude Mgr. Tourian has returned to the Patriarchate at Oumm Kapou, where he was received enthusiastically by the lay and clerical members of his followers.

The conditions subject to which his Beatitude has consented to withdraw his resignation were embodied in a *pro-memoriâ*, which he handed in person to the Grand Vizier on the 13th, and they are on the following lines :—

1. Punishment of the authors and instigators of the massacres at Adana in April, and of all persons proved to have shown negligence in connection with them.
2. General amnesty for all others.
3. Reconstruction of the houses burnt during these events.
4. Immediate and efficacious measures of relief for the families who are left without protection or support.
5. Transfer of the property and land of those who have been killed to their most distant relatives.
6. Grant of a capital sum sufficient to assure provision for the widows and orphans.
7. Restitution to their owners or to the relatives of their former owners of all property or land usurped during the old régime.

In his interview with the Grand Vizier, Mgr. Tourian declared that his personal estéem for and confidence in his Highness had alone induced him to withdraw his resignation, and that he felt convinced now that his demands would be acceded to. In a conversation which I had with the Minister of the Interior yesterday, his Excellency

* No. 36.

stated that most of the conditions laid down have already been fulfilled; but it is evident that the first, which implies the severe punishment of the ex-vali and ex-commandant, as also Assaf Bey, the governor of Jebel Berekeh, has by no means been carried out as desired by the Armenians.

The position originally taken up by the Patriarch was that unless an adequate punishment were meted out to those officially responsible for the massacres, there would be no guarantee of their non-recurrence, and it is perhaps more than unfortunate that the Young Turkey Government has not seen its way to adopting this course, indicated alike by the dictates of justice and wisdom. Their failure to do so is explained as partly due to the fact that Hilmi Pasha was Minister of the Interior, where some time before the massacres the ex-vali reported to him his anxiety as to the possibility of outbreaks of the nature in the town, and begged that preventive measures be taken. No light has ever been thrown on the action taken by Hilmi Pasha regarding the vali's demands, and the general native opinion is that Hilmi Pasha was in a degree "responsible" for the massacres, and consequently felt compelled to screen those who were locally responsible. Some even go so far as to state that as Hilmi Pasha was the tool of the committee, the primary responsibility for the Adana massacres must be set down to that body. Only the public trial of the officials concerned could clear up these points; but it was quite clear that as long as Hilmi Pasha remained in power the Armenian Patriarch would not withdraw his resignation. On the appointment of Hakki Pasha, whose general policy is one of reconciliation, I took occasion privately to advise the Armenians to help him by meeting him half-way.

The second point in the Armenian Patriarch's *pro-memoriâ*, *i.e.*, the amnesty for all but those responsible, implies the pardon of Moslem individuals condemned to various terms of imprisonment, and is in accordance with the standpoint taken up by the Armenians at the outset, viz., not to seek revenge, but to insist on the adoption of measures of a nature to prevent the recurrence of the Adana disorders.

Assaf Bey, the governor of Jebel Berekeh, who was the creature of Hilmi Pasha, was for some inexplicable reason allowed to leave the country, and is now in Paris. The present Government have intimated to the Patriarch the possibility of having the sentences of the Adana court-martial as regards the ex-vali, ex-commandant, and Asaf Bey revised by a higher military tribunal. The severe punishment of these three persons would enable the Patriarch definitely to withdraw his resignation, thereby restoring the eminently desirable harmonious relations between the Armenians and the Government.

I have, &c.
GERARD LOWTHER.

[6980] No. 52.

Sir G. Lowther to Sir Edward Grey.—(Received February 28.)

(No. 100.)
Sir, *Constantinople, February 21, 1910.*

WITH reference to my despatch No. 539 of the 2nd September, 1908, on the subject of the status of the Bahreinese at Bussorah, I have the honour to transmit herewith copy of a despatch which I have received from Mr. Crow, reporting that the question of British protection over Bahrein has again come up between him and the vali, who, while inclined to deny that the British Government have any rights of supremacy there, admitted that he had been instructed not to protest against, but at the same time not to accept, any assertion regarding the status of Bahrein. Mr. Crow suggests that in the circumstances it would be advisable for him to communicate to the vali the substance of the instructions sent to him on the 2nd September, 1908, copy of which was sent to you in my despatch No. 539 of the 2nd September, 1908, in order to show him that the intervention of British consuls in Turkey on behalf of natives of the island is well established, and that in 1871, in particular, the then Grand Vizier gave a formal assurance "that the Porte entertained no intention whatever of obtaining the supremacy over Bahrein." I have informed Mr. Crow that there is no objection to his communicating the substance of the above instructions to the Vali, and, in view of the instructions received by his Excellency on the subject, I do not propose to take any further action in the matter here unless instructed by you to do so.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 52.

Consul Crow to Sir G. Lowther.

(No. 4.)

Sir, *Bussorah, January* 12, 1910.

IN November last, at the request of the British resident at Bushire, I informed the vali that the estate, amounting to less than 200 rupees, of a certain Haji Ali-bin-Haji Mahdi, Ottoman subject of Bagdad, who had died at Bahrein, had been transmitted to the British consul-general at Bagdad for payment to the deceased's brother. The vilayet of Bussorah had previously written to the sheikh of Bahrein on the subject, and the vali's letter had been handed by the sheikh to the British political agent at Bahrein for the necessary action. The British resident at Bushire desired me to point out to the vali that it would save inconvenience if, in future, similar communications were addressed direct by the vilayet to the British political agent at Bahrein, that island being under British protection.

I informed the vali accordingly. His Excellency seems to have been perturbed at my statement that Bahrein was under British protection, and telegraphed to the Minister of the Interior of Foreign Affairs, asking him whether he should not rebut any such contention on the part of the British Government.

In conversation with the vali to-day his Excellency told me he had been instructed not to protest against, but at the same time not to accept, my assertion regarding the status of Bahrein, and he emphatically stated that he could not admit that the British Government had any rights of supremacy over Bahrein.

I told his Excellency that both the Turkish and Persian claims to sovereignty over Bahrein had been frequently rebutted by His Majesty's Government for more than 100 years, and that I was instructed by the embassy to extend British protection to natives of Bahrein at Bussorah. I instanced the case of Khalil-bin-Ibrahim here, who was taken by the Bussorah authorities for military service in 1908, and on whose behalf the embassy had made representations which had resulted in orders being sent to the vali's predecessor not to interfere with him.

As questions regarding the protection of Bahreinese are not of unfrequent occurrence in this district, I might, if you see no objection, communicate either officially or unofficially to the vali the substance of the Ambassador's despatch of the 2nd December, 1908, to Mr. Geary, which would serve to show him that the intervention of British consuls in Turkey on behalf of natives of the island is well established. Before adopting this course, however, I should be glad to receive your instructions, as it seems inadvisable to raise these questions unless there are matters at stake which make it worth while.

I have, &c.
F. E. CROW.

[6985] No. 53.

Sir G. Lowther to Sir Edward Grey.—(Received February 28.)

(No. 105.)

Sir, *Constantinople, February* 22, 1910.

I HAVE the honour to forward herewith a despatch from His Majesty's consul at Jerusalem, reporting on dissensions amongst the Armenian community with regard to the appointment of a *locum tenens* of their Patriarch.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 53.

Consul Satow to Sir Gerard Lowther.

(No. 8.)

Sir, *Jerusalem, February* 8, 1910.

I HAVE the honour to report that dissensions have broken out in the Armenian Monastery in this city arising out of the question of the appointment of a *locum tenens* of the present Patriarch, Mgr. Vahabedian, who is a very old man over 90 years of age.

About six weeks ago a certain Bishop Taniel, who had been nominated by the Armenian Patriarch of Constantinople as "vekil," arrived at Jerusalem to take over

the direction of the Patriarchate. His appointment was resented by certain sections, both in the monastery and in the Armenian community, on the ground that the Patriarch of Constantinople had no right to interfere while the Patriarch of Jerusalem was still alive, and that the latter had already appointed as "vekil" a certain "Vartabed," or Vicar-General, named Elia.

Bishop Taniel, finding that he could not obtain recognition, retired, after a short stay in Jerusalem, to Jaffa where he remained until yesterday, when he returned to Jerusalem accompanied by a small number of adherents, including three monks who had been expelled about ten months ago, and attempted to gain admittance at the monastery.

Warning had, however, been given by the Superior of the Armenian Monastery at Jaffa, where the three monks had gained admittance, that Bishop Taniel, with them and the other member of his party, had started for Jerusalem, so that on their arrival they found the gates closed against them.

The intervention of Abdurrahim Pasha, the military commandant and acting governor, was invoked, and he went down in person and attempted to persuade the inmates of the monastery to open the gates. As, however, they refused, he posted military guards at the gates with instructions to allow nobody to pass in or out, pending the result of his demand for instructions from Constantinople.

As already stated, Armenian opinion, both inside and outside the monastery, is divided. The strongest party would, however, appear to be the one which favours Mgr. Vahabedian and the "vekil" appointed by him. The real reason of the dispute is probably that the local Armenians are opposed to any control of the finances of the monastery by an outsider from Constantinople.

I have, &c.
H. E. SATOW.

[6988] No. 54.

Sir G. Lowther to Sir Edward Grey.—(Received February 28.)

(No. 108.)

Sir, *Constantinople, February* 23, 1910.

I HAVE the honour to forward herewith a despatch from His Majesty's vice-consul at Adana, reporting on the general condition of that district.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 54.

Acting Vice-Consul Ruelens to Sir G. Lowther.

(No. 5.)

Sir, *Adana, February* 14, 1910.

I HAVE the honour to transmit to your Excellency a sketch of the present general condition of the town of Adana and the surrounding districts, as it appears to me after my first week's residence.

My remarks are based upon my own personal observations and interviews which I have had with the vali, the American missionaries, several well-known merchants, and various other notable and influential inhabitants.

Firstly, then, as to general security. It appears to be admitted upon all sides that the town of Adana, as, indeed, the whole vilayet, is in a perfectly tranquil state, and no fears are expressed that this satisfactory state of affairs will not continue.

Moslems, Christians, and the foreign residents all agree that the greater part of the credit for such a happy condition is due to his Excellency the vali, who, by his untiring efforts and energy, is inspiring confidence in all classes of the population.

The day before my arrival here his Excellency gave a large banquet, with the object of bringing about a reconciliation of Moslems and Christians, and although—as is natural—nothing very definite has, as yet, come of it, it has, nevertheless, been the means of laying a good foundation for a better understanding in the future.

Among the guests were the consuls of the foreign Powers, the mufti of the town and other Moslem notables, the Armenian catholicos, and the heads of the various Christian communities. On the right and left of the vali sat the mufti and catholicos respectively. Many speeches were made, and, with the exception of one by an

Armenian pastor, they appear all to have been in good taste and conciliatory in tone, while I have heard that the speech of the catholicos was most dignified and to the point.

Naturally there is still a good deal of mutual distrust between Christians and Moslems, but "Rome was not built in a day," and it is evident that things are daily getting better in this respect.

As regards the general condition of the Christian inhabitants of the town, I am happy to be able to report that good progress has been made, and although much misery and poverty still exists, yet nearly everybody has now a roof over his head and food to eat.

I have been through the burnt and ruined quarter of the town and find the work of rebuilding being pushed on apace, and there only seem to be few houses which remain absolutely ruined and untouched and upon which no start has been made. Such houses belong to people who have fled to Cyprus, Smyrna, and other places, and have not yet returned.

I have not been able to get any accurate information of the number of people (Christians) who left the city after the massacres and have not yet returned, but from information which I have been able to obtain, I think it can be said that, of the 12,000 to 15,000 who left, about 8,000 to 10,000 have already returned.

A short while ago "labour" was very difficult to procure in the town, and prices were exceedingly high, but at the present time the rate of daily wages has decreased somewhat, a fact which tends to show that the "workman" and "artisan" class are becoming more numerous, that is to say, that many who left are returning.

The general rate of foodstuffs, &c., of all kinds has, however, gone up, it is said, almost one-third, which makes living dear to every class in the town.

The International Relief Committee is almost at the end of its labours, and no more money or free food is now being distributed. Deserving persons are, however, being helped by being granted loans at a small rate of interest, while the Government is also granting money, as a loan, to the various "esnafs," or trades.

The Government grant for the rebuilding of houses—£ T. 30 for a family of five persons, over five persons £ T. 45, and £ T. 60 for a family of over ten—is certainly a not too munificent one, but it is always something, and as the poorer people are building their houses very cheaply, and using old material and the *débris* of their former dwellings, besides doing the work themselves for the most part, a sum of even £ T. 30 provides substantial help.

In the villages, and at Hagin, Osmanieh, &c., I hear that things are not so forward, and that the population is more wretched and in harder straits, but even there great strides have been made in the last two or three months.

I visited the American hospital the other day, where about twenty-six patients, male and female, are being cared for, and I only wish that this good work could be put upon a surer basis. There are at present no beds in the wards, and the patients lie upon mattresses on the floor, while the hospital itself is in rather a precarious condition as regards funds. That such a hospital is a necessity here is open to no doubt, and I feel that it is of the utmost importance that this institution, so urgent at the present moment and so essential for the future, should be aided and helped in every way, so as to become a permanent agent for good and a lasting memorial of the disasters which have overwhelmed this district. Among the patients at present being cared for are some who were badly crushed by the newly built houses falling down upon them during the recent floods, and it will be a hard struggle for these poor people to start for the second time rebuilding their ruined homes.

A few days ago the last batch of prisoners condemned in connection with the massacres, numbering about ninety Moslems and half-a-dozen Christians, were entrained here for Mersina, whence they will be dispatched to the prisons at Bouderoun, near Smyrna. The sentences ranged from one to fifteen years.

A great crowd of people were at the station when they left, and what with the hysterical sobbing and shrieks of the women, the sight was not a pleasant one. There was a strong guard of soldiers, and although some of the women were shouting out curses, the crowd was perfectly orderly, and nothing untoward occurred.

Of new projects there are galore. The vali has informed me that he is hard at work upon the subject of road repairing—the roads are at present in a very bad condition—while he also talks of instituting electric lighting for the town and a telephone system.

While I was at Mersina, the mutessarif told me that a telegraph line was being arranged—to be open this summer—from Mersina to Ghinzué, the mountain resort,

five hours distant from the town, and it appears that some sort of telegraph station is really being built up at the latter place.

As regards the Bagdad Railway, there has been, and is still, so much unfounded rumour that it is difficult to get at the exact state of affairs. It appears, however, to be likely that, within a month, work is to be begun at making the permanent way both towards Eregli and towards Hamidieh. It is also said that 20,000 men will be employed for this purpose, and that small sections of 10 miles or so will be let out on contract, thus providing work for the maximum quantity of villagers. As to whether the line from Adana will go south-east to Alexandretta or north-east viâ the Bogtche Pass it is impossible to state, but no doubt information on this point is more easily procurable and more accurate in other quarters rather than here.

Upon last year's harvest or commerce I will not now endeavour to report, but I am hoping to be able to gradually collect together some information which I shall try to embody in some kind of small commercial report. It will necessarily, I fear, have to be a somewhat brief and not over accurate survey, as the time for sending in such a report is now imminent, and not only have I but just arrived at this post, but I am not at Mersina where the greatest amount of useful commercial information can be obtained.

I may, however, here state that from what I have heard from many quarters, trade in general is recovering, and the dangerous condition of this province may happily be considered a thing of the past.

There is much more upon which I could write, such as, for instance, the Government Orphanage, which has been established under the auspices of his Excellency the vali, but I feel that I require more time in order to be able to get accurate and useful information, after which I shall be able to report fully upon all and sundry points of interest.

To sum up—

1. The general condition of the town and its inhabitants is satisfactory, and promises well for the future.
2. General security is good.
3. Local trade is reviving, and things are on the upgrade.
4. The ruined houses are gradually being rebuilt.
5. The vali is taking everything in hand in a most energetic way, and is the object of commendation from all classes of the population.

I have, &c.
G. C. DONALDSON RAWLINS.

[5976] No. 55.

Sir Edward Grey to Sir G. Louther.

(No. 55.)

Sir, *Foreign Office, February 28, 1910.*

I HAVE received your despatch No. 92 of the 16th instant respecting the Bill regulating the grant of concessions now submitted to the Ottoman Parliament, and enquiring what line of policy you should adopt in regard to the proposed fusion of the navigation interests on the Tigris and Euphrates Rivers.

In my despatch No. 37 of the 14th instant I authorised your Excellency to use to the Turkish Government language held at my request to the Turkish Ambassador at this court by Sir C. Hardinge, as stated in my despatch No. 20 of the 30th ultimo, and these instructions will be a sufficient guide to your Excellency as to the line which you should adopt for the moment. I am, however, unwilling that any strong representations should be made to the Turkish Government until I have had an opportunity of considering the protest of the British merchants at Bagdad reported in your telegram No. 23 of the 20th instant.

It would, in any case, be undesirable to push matters to the point of endangering the stability of the Government, although it is equally undesirable to let the matter drop.

I am, &c.
E. GREY.

[7470] No. 56.

Sir A. Nicolson to Sir Edward Grey.—(Received March 3.)

(No. 81.)
(Telegraphic.) P. *St. Petersburgh, March 3, 1910.*

FINANCING of railway from Samsun to Sivas.

Your telegram No. 92 of the 21st February and my telegram No. 69 of the 25th February.

I asked the head of the competent department in the Foreign Office here, in a private letter, to furnish me with the desired information. His reply is vague and unsatisfactory, and is to the effect that certain French financial houses, and especially the firm of Noel Berdac, are associated with the group favoured by the Russian Government. He adds, however, that the identity of that group with the combination of financiers mentioned in your despatch No. 309 can neither be affirmed nor denied by the Ministry, which is ignorant of the exact constitution of the groups of financiers interested.

I regret that I have not been able to elicit more definite information here. Perhaps enquiries at Constantinople might be more successful.

[7463] No. 57.

India Office to Foreign Office.—(Received March 3.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Viscount Morley, forwards herewith, for the information of the Secretary of State, copy of a telegram from Viceroy, dated the 2nd March, relative to the visit to Muscat of the French admiral's China squadron.

Copy has been sent to the Admiralty.

India Office, March 3, 1910.

Enclosure in No. 57.

Government of India to Viscount Morley.

(Telegraphic.) P. *March 2, 1910.*

TELEGRAM from political agent, Muscat, states that Sultan has received intimation from French consul of arrival at Muscat to-day or to-morrow of French admiral, China squadron. Full information as to what passes has been called for. Cox and admiral are expected on Sunday or Monday here.

[7528] No. 58.

Anglo-Persian Oil Company to Foreign Office.—(Received March 4.)

Winchester House, Old Broad Street, London, March 2, 1910.

Sir,

I HAVE the honour to acknowledge receipt of your letter of the 25th ultimo, advising the replies received from His Majesty's Ambassador at Constantinople to the telegram which he kindly sent at the instance of Mr. D'Arcy, and which replies you discussed with me at an interview I had with you last week.

The replies in effect are as follows :—

1. That the Minister of Public Works has no knowledge of the existence of any combination between the Glascow and Chester interests.

2. That the Minister supports the Chester scheme as being the most favourable presented hitherto.

3. That the Minister states that official assurances have been received from the Government of the United States as to the financial stability of the Chester group.

4. That Chester has never mentioned Mr. D'Arcy's name at Constantinople.

5. That Sir G. Lowther considers that the chances of the Chester scheme are at present remote.

In regard to 1, 2, and 4, I beg to explain that Mr. D'Arcy's reasons for supposing that Glascow and Chester are working in combination, and that Mr. D'Arcy's name has been used in connection with this scheme, are :—

1. That in an interview between Mr. D'Arcy's representatives and the Minister on the 28th January, at which date Chester was in Constantinople and Glascow in London, the latter said :—

"I am quite sure, and I have proof in hand, that Chester has immense capital at his disposal and is backed by high standing financiers."

Immediately afterwards he remarked :—

"I have received a telegram from Glascow announcing that he has found the necessary capital,"

and then went on to discuss these proposals as if he regarded them as one.

2. That Prince Ibrahim, who is working in conjunction with Glascow, had during the past couple of months been making strenuous endeavours to induce Mr. D'Arcy to support his scheme, and has been indicating that the other financial support he was hoping to get was dependent upon Mr. D'Arcy agreeing to join in the scheme.

This is merely by way of explanation. But, whether Glascow and Chester are working for the same or different interests, the Anatolian Railway concession as at present formulated, *i.e.*, in combination with the petroleum rights for 10 or 20 kilom. on each side of the proposed railway, would, Mr. D'Arcy considers, be an encroachment upon his claims to the oil concession for the provinces of Mosul and Bagdad, and consequently he would feel much obliged if His Majesty's Minister can be requested to represent this view of the matter to the Turkish Minister of Public Works before his negotiations in regard to the railway concession are carried any further.

This is the more desirable inasmuch as the Chester proposals are being favourably considered by the Minister of Public Works, and will, unless a protest is made at the present stage, presumably be placed before the Ottoman Parliament as soon as the Bill to which you refer becomes law.

Mr. Nichols, to whom you granted an interview last week has returned to Constantinople, and will on his arrived represent Mr. D'Arcy's views as above to the embassy.

I am, &c.
C. GREENWAY, *Managing Director.*

[7566] No. 59.

India Office to Foreign Office.—(Received March 4.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Viscount Morley, forwards herewith, for the information of the Secretary of State, copy of a telegram from the Viceroy, dated the 4th March, relative to the reported intention of a French squadron to visit Muscat.

Copy has been sent to the Admiralty.

India Office, March 4, 1910.

Enclosure in No. 59.

Government of India to Viscount Morley.

(Telegraphic.) P. *March 4, 1910.*

POLITICAL agent, Muscat, telegraphs as follows :—

"I am now informed by French consul that admiral has not yet arrived, nor has he telegraphed from Jibuti. Consul's information concerning the admiral came from Paris."

[7685] No. 60.

India Office to Foreign Office.—(Received March 5.)

Sir, *India Office, March 4, 1910.*

WITH reference to previous correspondence, ending with the letter of this office of the 22nd February last, as to the shipment of 400 to 500 tons of oxide from Abu Musa on behalf of Messrs. Wönckhaus and Co., I am directed by the Secretary of State for India to enclose copy of two further telegrams from the Government of India on the subject.

The information now received throws new light on the situation, inasmuch as the German consul has explained that the shipment in question is not on Messrs. Wönckhaus's own account, but "is one of the shipments to India which Hassan is allowed in his contract with Wönckhaus." As to this, it may be observed that the original agreement of the 10th April, 1908, between Sheikh Salim and Hassan, with the other concessionnaires, having been cancelled by Sheikh Sagar, His Majesty's Government are in no way bound to afford facilities to the British subject Hassan to ship oxide to India from Abu Musa. It is difficult to divine any motive for the intervention of Messrs. Wönckhaus and Co. in connection with a shipment on Hassan's account, except a desire to push their claims as co-partners with Hassan in view of their purchase of a share in the concession on the 16th October, 1907. His Majesty's Government have already disputed their claims to such co-partnership in the memorandum addressed to the German Government on the 10th July, 1908 (paragraph 3).

Viscount Morley is disposed to think that the proposed shipment should not be allowed to take place unless Messrs. Wönckhaus will give an undertaking that it is for the needs of their own firm. He would also suggest that, if Secretary Sir E. Grey sees no objection, it should be pointed out to the German Government that shipment of oxide on Hassan's account would be inconsistent with the agreement for the non-removal of oxide from the island arrived at last year between the two Governments (see Sir E. Grey's notes of the 28th July, the 21st September, and the 13th November, 1909, and that of the German chargé d'affaires, dated the 14th August, 1909).

The draft of a telegram that, subject to Sir E. Grey's concurrence, Lord Morley would propose to address to the Government of India, is herewith enclosed.*

The favour is requested of a very early reply.

I have, &c.
R. RITCHIE.

Enclosure 1 in No. 60.

Government of India to Viscount Morley.

(Telegraphic.) P. *March 2, 1910.*

AFFAIRS at Abu Musa. A communication has been made to German consul by Trevor in accordance with instructions conveyed in your telegram of the 19th ultimo.

It is now stated by consul that the proposed shipment of 400 tons of oxide is not on Wönckhaus's own account, but that it is on account of Hassan-bin-Sammili (see letter from consul, dated the 19th August last, enclosed in Resident's letter of the 22nd idem), and that it is one of those shipments to India which under his contract with Wönckhaus Hassan is allowed to make. Wönckhaus merely proposes to make arrangements for the dispatch of the oxide. The German consul suggested that the coolies might be sent by Wönckhaus in name of Hassan, and told Trevor it was proposed to send them in charge Hassan's brother, Hamid. To this Trevor replied that he anticipated no objection if the conditions hitherto imposed were accepted by Hassan, and he sent the coolies in charge of Hamid. He has informed Hassan, meanwhile, that he cannot agree to coolies being sent by Wönckhaus, as His Majesty's Government sees no reason to depart from the procedure hitherto followed, that Hassan himself should make arrangements for the shipment under the necessary conditions, and that if Wönckhaus send coolies it will be at their own risk.

On the 26th February the German consul was informed by Trevor that he cannot agree to Hassan sending a shipment on his own account without making reference to His Majesty's Government, and as consul at Bussorah was informed by the captain of

* Not printed.

the "Nasiri" that under arrangement made by Hassan the ship was to go to Abu Musa after calling at Lingah on the 5th instant, I have authorised him to advise the agent of the company that the vessel should not go there, as no sanction to the shipment has yet been accorded. We await your instructions. If Hassan accepts the conditions originally imposed I should be disposed to agree to shipment, but not otherwise. It should, however, be made clear to Germans that the removal of 400 tons of oxide for Hassan gives Wönckhaus no claim for 400 tons in excess of the amount which has already been mined.

Enclosure 2 in No. 60.

Government of India to Viscount Morley.

(Telegraphic.) P. *March 2, 1910.*

AFFAIRS at Abu Musa. Please see my telegram of to-day's date. Following is substance of a telegram received from Trevor, addressed to the naval commander-in-chief:—

"Information has reached me that German firm at Lingah intend to dispatch coolies to island of Abu Musa to load oxide, without sanction of His Majesty's Government. If one of His Majesty's ships cruises anywhere in neighbourhood of Lingah will you be so good as to authorise the commanding officer to visit that port and ascertain whether the coolies have left, and, if so, to proceed to Abu Musa and take them back to Lingah?"

Following is substance of telegram sent to Trevor in reply:—

"Your telegram of the 1st instant addressed to the naval commander-in-chief. It is presumed that German firm at Lingah to which you refer is firm of Wönckhaus. The matter is under reference to His Majesty's Government. It may be found desirable to settle the question on a commercial basis, if possible, and without orders from His Majesty's Government gun-boat should not visit Abu Musa or remove coolies."

The favour of very early instructions is requested.

[7785] No. 61.

Sir G. Lowther to Sir Edward Grey.—(Received March 7.)

(No. 37. Commercial.)

Sir, *Constantinople, February 25, 1910.*

I HAVE the honour to forward herewith a despatch from His Majesty's consul-general at Beirout, forwarding a quarterly report on the administrative and economic condition of Beirout and Mount Lebanon.

I have, &c.
GERARD LOWTHER

Enclosure 1 in No. 61.

Consul-General Cumberbatch to Sir G. Lowther.

(No. 7.)

Sir, *Beirout, February 12, 1910.*

I HAVE the honour to forward herewith my quarterly report on the administrative and economic condition of the Beirout vilayet and of Mount Lebanon, which unforeseen circumstances did not permit of my sending in January.

I have, &c.
H. A. CUMBERBATCH.

Enclosure 2 in No. 61.

Quarterly Report by Consul-General Cumberbatch on the Beirout Vilayet and Mount Lebanon.

1. *Beirout Vilayet.*

Committee of Reorganisation.—In administrative circles the chief interest centred in the doings of the committee of reorganisation, which grappled with the needs of several departments, especially those of justice and police.

Judicial Reforms.—All the presiding judges and members of both civil and criminal courts of first instance and of appeal were replaced. The presidents were, with one exception, all new men from the capital, but the members, with two or three exceptions, were natives, preference being given to those who know Turkish. On the whole, the selection has been good, and an improvement on the former staff. The procurators-general of the courts of appeal and of first instance have both had an assistant procurator added to their staff. The presiding judge of the court of appeal has had the title of "Mudir-ul-Adlieh" ("director of justice") conferred on him.

Salaries have been raised in many instances, and are fixed as follows:—

Members of court of appeal, 1,500 piastres per month; members of court of first instance, 1,000 piastres per month; president of civil court of appeal, 3,000 piastres per month; president of criminal court of appeal, 2,000 piastres per month; president of civil court of first instance, 2,000 piastres per month; president of criminal court of first instance, 1,800 piastres per month; procurator-general of appeal court, 2,700 piastres per month; assistant of appeal court, 1,500 piastres per month; procurator-general of court of first instance, 1,600 piastres per month; assistant of court of first instance, 1,000 piastres per month.

There have been no further changes in the commercial court since those previously reported. No changes of any consequence have been effected in any other administrative department beyond the addition, here and there, of one clerk or two.

The language question has been frequently raised in connection with these administrative reforms, especially with regard to the tribunals where, it is contended, both Turkish and Arabic should be allowed.

Police.—In the police force there have been some changes effected with a view to getting rid of hopelessly bad characters and of introducing a better class of men, whilst also facilitating the enrolment of Christians. The pay of the commissaries has been increased as follows:—

Mudir, from 1,350 to 3,000 piastres; secondary commissary, from 675 to 750 piastres; third commissary, from 500 to 600 piastres; assistant commissary, from 400 to 500 piastres; policeman, from 300 to 400 piastres.

It is too soon to expect any radical improvement as most of the men are of the old lot, but the mudir, Nafiz Bey, is active and competent, and will succeed in training his men to do their work. He has suggested the establishment of telephonic communication between the different police stations, and the starting of a training school on the lines of the gendarmerie schools. The police force is at present composed of 1 mudir, 4 second commissaries, 13 third commissaries, 12 assistant commissaries, 99 policemen. A total of 129 men is not overmuch for a whole vilayet. So far Christians have not shown a keen desire to enter this corps. The service of night-watchmen ("bekjis") was abolished in 1908, and the streets were being patrolled by soldiers and police; but this plan has been changed and the corps of night-watchmen is being re-established under immediate police control.

Gendarmerie.—The commission for the re-organisation of the gendarmerie referred to in my preceding report, has been at work, but owing to the difficulty of finding a suitable building for a school and to other causes, there has not yet been much headway. Temporary premises have now been secured, and the enrolment of gendarmes has commenced. They are being recruited from this year's conscripts, satisfying all the physical and moral requirements of the service which will be, I understand, modelled as far as local circumstances permit, on the Macedonian gendarmerie, the pay of a foot soldier being £T. 2 and that of a cavalry man £T. 3.

The foreign officers who have undertaken this difficult task have not had much

encouragement from their Turkish colleagues in the Commission, and from the local authorities in general, and it will require the exercise of much patience and tact on their part to overcome the stupid and unpatriotic attitude towards them of the well meaning, but incompetent native so-called reformers. This attitude was so noticeable that I could not help calling the attention of Nazim Pasha one day to the little interest evinced in the gendarmerie commission and the little notice taken of its foreign members, which was in such contrast to military *camaraderie* all over the world.

Army.—In military matters there has been a distinct improvement. The men are subjected to regular drill and the officers are exercised in the handling of as large a body of troops as the local force permits of their doing. In November the Sultan's firman as to the military service of Christians was publicly read in the barracks square and in December the formalities for their enrolment commenced. The conscripts were called out quarter by quarter and marched in body to the konak for their first examination with bands of music and banners. The date for drawing by lot was fixed for the 8th February but was subsequently postponed indefinitely. It is, however, generally believed that the number of Christians liable to military service is not what it should have been as many have emigrated to escape these duties.

General Council.—The Provincial General Council assembled again in January but the delegates show no enthusiasm over their work owing to the failure on the part of the Government to authorise the execution of any of the projects recommended by them a year ago. The only real business done so far has been the allotment of £T. 25,000 authorised by the Government for public works in the whole vilayet. This will chiefly be spent in the repair of communal roads.

Committee of Union and Progress.—The occult power of the Committee of Union and Progress still continues to be felt and the Governor-General for one would lead a happier life if he could rid himself of the constant interference of these youthful busybodies whose influence with the powers that be in the capital would probably prove greater than his in case he attempted to try conclusions with them. Publicly the only sign they give of their existence is an occasional notice in the papers of a general meeting to discuss "affairs of general national interest" in the rooms of their club. Nazim Pasha's hopes for a betterment of his position as vali lie in the projected laws for the reorganisation of the vilayets and on municipalities which, he anticipates, will place more authority in his hands than circumstances permit of his assuming at present.

Religious Heads.—The official recognition in December of the right of Christian religious heads to a seat in the administrative council has had a good effect locally.

Municipality.—The municipal affairs of Beirout continue to be very badly administered and the state of the town is most pitiable. Negotiations for a loan of 100,000*l.* by, it is currently believed, a British financial group, are progressing and hopes are entertained of an amelioration in the near future. The taxes for petroleum and slaughter-houses will be allotted towards payment of this loan.

Customs.—The business of the custom-house has sensibly improved under the able direction of Faik Bey whose efforts to reform his department meet with general recognition. He still has to labour with laziness, ignorance and the corrupt practice of "backsheesh" and until the realisation of the plans of Sirri Bey for the increase of space, the work of custom-house reorganisation at Beirout will not be completed.

Russian Floating Exhibition.—The Russian Floating Exhibition came to Beirout, and was visited by large crowds during the four days of its stay.

Property Disputes.—There is no improvement visible in the treatment of disputes connected with landed property, whether belonging to foreign charitable or educational institutions or to private individuals. The object of the authorities, especially those in the outlying districts, would appear to be to place obstacles in the way of foreigners possessing property or desiring to become proprietors, as was undeniably the case in pre-constitutional times. The only difference is that, whereas formerly the administrative authorities could be got to assist in arranging matters or in preventing arbitrary modes of procedure, nowadays their sole aim would seem to be to force the foreign claimant into the law courts, to exhaust his patience and his purse.

Taxes.—With the exception of the "temettu" tax the collection of the revenue has not met with as much difficulty as at first, when many people were led to believe that one form of liberty was that of exemption from taxation.

Public Health.—The public health in this district has been only fairly good. After a visitation of dengue in November, followed by a few isolated cases of plague in Beirout in December, typhoid in a more or less epidemic form has been making many victims during January and February.

Haifa.—Vice-Consul P. Abela, from Haifa, reports that there is no improvement in the administration. The mutessarif is old and feeble, and entirely led by the Government secretary and the mayor. The only slight improvement to record is the permission granted to build outside the walls of Acre and the opening of a second gate to facilitate communications.

A new director (French) of the Hedjaz Railway is expected shortly.

The harbour of Haifa was surveyed in December, and under Government auspices, by two engineers from Constantinople, in view of constructing the artificial port so greatly needed. (The same gentlemen visited Jaffa, Tripoli, and Alexandretta on the same errand.)

The immigration of Jews, especially from Russia, increases, and the natives, chiefly the Christians, do not relish their strengthening their hold on the land.

Sidon.—Vice-Consul Jos. Abela, from Sidon, calls attention to the less friendly attitude on the part of the authorities towards foreigners, and to the disposition to contest even privileges based on treaties and capitulations.

The decision to enrol Christians for military service was unfavourably received by Moslems and Christians alike, and whilst, on the one hand, it has encouraged emigration, it will hinder the repatriation of former emigrants.

The kaïmakam no longer enjoys the esteem of the public as when he first arrived, and it is feared he has not been able to resist the temptation of adding to his official salary in the old style.

The courts have been reorganised. The cadi, who formerly was judge of the religious court and of the civil and criminal courts as well as president of the executive bureau, has had the two latter posts taken from him and placed in the hands of two special officials. Likewise the duties of examining judge, formerly performed by a member of the court, are now executed by an official who devotes all his time to that work.

An assistant has been appointed to the procurator-general, who formerly had the police commissary as his aid.

In the educational line the Government has allotted £ T. 1½ per month to non-Moslem schools for the teaching of Turkish.

Tripoli.—Acting Vice-Consul Harris, from Tripoli, reports as follows :—

The new mutessarif is Aaket Bey, son of the famous Marshal Fouad Pasha. He is 40 years old, and a strange mixture of the Turk and Arab. He is outwardly a most devout Moslem, but in his private life anything but a saint. He is weak and easily led by the local Moslem magnates.

The emigration of both Christians and Moslems as well as the smuggling of arms and ammunition, besides tobacco and tumbaki, do not show signs of diminishing to any great extent, though perhaps not done with the same effrontery as of old.

The custom-house staff are trying to conduct their work in the spirit of reform, but as the majority were trained under the old system, they find it difficult to resist bribes when offered by unscrupulous merchants, and the only means of preventing this is by increasing salaries all round.

The desire for a good education, and especially the acquirement of a foreign language is increasing on the part of Moslems who, in former days, dared not send their children to foreign schools for fear of persecution by their co-religionists, if not by the Government.

The plans for the construction of the Tripoli–Homs Railway are almost ready for submission to Constantinople, and the reported contract with the Dutch Levant Steamship Company for the conveyance of 9,000 tons of rails from Antwerp presupposes a commencement in the near future.

2. *Mount Lebanon.*

Administrative Changes.—The only administrative change of any importance has been the transfer, in November, of Selim Bey Nassif, Kaïmakam of Djezzin, to Kesrawan in the place of Antoun Bey Khouri, who was sent to Djezzin. The ostensible reason for this change was the failure of Antoun Bey Khouri to get in large arrears of taxes, but the real motive is his inability to get on with the very active and officious Maronite member of the Administrative Council for Kesrawan, George Zowain. Owing to his inability to prevent an outbreak between the restive inhabitants of Zugarta and their rivals of Becherri in the Batroun district, the kaïmakam, Selim Bey Karam, has been driven to resign rather than await dismissal or, at least, transfer to an uncongenial post.

Troubles in Batroun.—The murder in December of a man from Zugarta in the vicinity of that town by a man from Becherri reopened the old feud between those two villages, and a native of Becherri was soon afterwards killed by three men from Zugarta. This led to great commotion, in the appeasement of which and the arrest of the culprits and their instigators the kaïmakam is accused of showing partiality on the side of the Zugarta people, with whom he and his family have always had the closest relations.

Troubles in Shouf.—Another long-standing feud between the two Druse families Baini and Debian broke out again in October at Mazraat (Shouf) by the murder of one of the men accused of having had a hand in the killing of a Debian last year. This led to a pitched battle, in which five men were killed. In both cases reconciliations have taken place, but the real murderers have not been caught yet.

"Nafuz Teskerehs."—The agitation against the imposition of the "Nafuz teskereh," referred to in my preceding report, has considerably subsided, though there are some people inclined to keep it to the fore merely to cause annoyance to the Governor-General and his council.

Ports.—The prohibition against the opening of the ports of the Lebanon is still discussed and will not be allowed to rest.

Administrative Council.—The relations between the Governor-General and the Administrative Council have been strained since the commencement of February, owing to Youssef Pasha's finding it necessary to refuse to carry out two or three "decisions" of the council in matters submitted to them by him for their advice. His reasons were that these "decisions" were, like most of the council's "decisions," biassed, and he took this opportunity of formulating, once and for all, a reservation of the right to accept or not, as he thought fit, the "decisions" given by the council on questions submitted to them by him for their opinion, except in connection with financial matters in the control of which he admitted their competence. Though it might appear desirable to encourage a more liberal conception of the attributions of the Administrative Council, it is unfortunately difficult to support the present members in their claim as based on long usage, if not on the actual wording of the réglement of 1864 (final paragraph of article 2), because their conduct of affairs, jointly and individually, has not been of a nature to induce one to place any confidence in their integrity, but my humble efforts are being exerted towards bringing about an understanding between the two authorities as to what should be the attributions of the council, based not merely on the wording of the réglement, but also on the experience of half a century. The dispute will, I hope, be satisfactorily settled shortly.

Budget.—After great difficulties, due more to inexperienced accountants than to unwillingness, a so-called budget for the financial year ended the 28th February, 1909, has been printed and published, but there has been no time for its examination to permit of comments in this report. It need only be recorded as the first of its kind, such as it is, in the Lebanon.

Crimes.—With the exception of the occurrences at Mazraat and at Zugarta, referred to above, the mountain has been quiet enough, but the criminal record for the year 1909, on the whole, has been above the normal, though, perhaps, not worse than the year before. This state of things does not accord with the regulation of Mount Lebanon for security of life and property, and must be accounted for in two ways. The general upheaval of 1908 and the introduction of the constitutional Government, whilst on the one hand restraining arbitrary measures in the punishment of crime, on the other encouraged criminals to rely upon such relaxation on the part of the executive.

I have also been impressed with the general want of zeal and loyalty to the Governor-General on the part of functionaries in general, due undoubtedly to the reprehensible habit of dismissing officials, high and low (except judges), on slight pretexts and without any form of enquiry, thus engendering a feeling of insecurity of tenure of office and consequent disinterestedness in the welfare of the country.

H. A. CUMBERBATCH.

Beirout, February 12, 1910.

[7764] No. 62.

Sir G. Lowther to Sir Edward Grey.—(Received March 7.)

(No. 111.) *Constantinople, February* 24, 1910.

Sir,

I HAVE the honour to transmit herewith a copy of a despatch which I have received from His Majesty's consul at Erzeroum, reporting that it has been announced that the Government intend to begin building a railway from Trebizond to Erzeroum as soon as the necessary survey has been made.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 62.

Consul McGregor to Sir G. Lowther.

(No. 5.) *Erzeroum, February* 16, 1910.

Sir,

I HAVE the honour to report that on the 14th instant Jellal Bey, the vali of Erzeroum, received a telegram from the Ministry of the Interior informing him that, the need of a railway between Trebizond and Erzeroum having been recognised, the Government had provided in the budget for 1326 for a sum to cover the expenses of a preliminary survey, which would be taken in hand without delay.

This news, which was immediately placarded throughout the town, appears to have caused general satisfaction, as the population has for some time been insisting on the absolute necessity of railway communication with Trebizond if agricultural industry is not to be ruined.

The Governor-General informs me that, as the Russian Government has not renounced its priority rights in respect of railway construction in these regions, the new line will have to be built by the Turkish Government, who will probably devote to this purpose part of a loan which it is proposed to raise for public works. His Excellency hopes that construction will be begun in a year's time, and he estimates the total cost at £T. 2,000,000 (2,000,000 liras).

I have, &c.
P. J. C. McGREGOR.

[7773] No. 63.

Sir G. Lowther to Sir Edward Grey.—(Received March 7.)

(No. 121.) *Constantinople, March* 1, 1910.

Sir,

WITH reference to your despatch No. 37 of the 14th ultimo, I have the honour to report that I yesterday informed Rifaat Pasha that if the proposed fusion of the Euphrates and Tigris Navigation Company with an Ottoman company fell through His Majesty's Government considered that the rights of the former would still hold good, and that His Majesty's Government would give that company their full support in maintaining all its rights, and even in exacting compensation if some years hence the rivers should run dry owing to irrigation works undertaken by the Turkish Government.

At the same time, I expressed the disappointment of His Majesty's Government that the Porte did not appear to see its way to fulfil the engagement given by the late Grand Vizier, Hilmi Pasha, that the fusion should be carried into effect without being submitted to the Turkish Parliament.

Rifaat Pasha appeared to be somewhat embarrassed by this categorical statement and took careful note of what I had said, and went on to explain the great difficulties in which the Ottoman Government found itself in regard to this matter.

An unexpected opposition of a formidable kind had been formed against the scheme, and, further, the necessity had been demonstrated of laying down precisely what power the Ottoman Government had with regard to the grant of concessions. Until this was clearly established by Act of Parliament it would be an act of political suicide for the Government to attempt to grant the fusion in question, which amounts to a concession. I did not press Rifaat Pasha further, as his view as to this is, I think, quite sound, but I observed that the Government had been to blame in allowing this

matter, which was purely a commercial arrangement, to take the proportions of a political question.

His Excellency added that directly the Bill passed through Parliament the Government would consider what course could be adopted.

I have, &c.
GERARD LOWTHER.

[7774] No. 64.

Sir G. Lowther to Sir Edward Grey.—(Received March 7.)

(No. 122.) *Constantinople, March* 1, 1910.

Sir,

I HAVE the honour to forward herewith a despatch from His Majesty's vice-consul at Hodeidah, reporting on the situation in the Yemen.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 64.

Vice-Consul Richardson to Sir G. Lowther.

(No. 5.) *Hodeidah, February* 2, 1910.

Sir,

SINCE I reported last in my despatch of the 29th November, the military operations in the Tehama against the rebels have had to be both slow and protracted.

While the Turkish commander, on the one hand, was an inexperienced officer and unaccustomed to conduct operations such as are necessary in the present case, the opposition offered by the tribesmen, on the other hand, turned out to be more determined than was expected.

During the past three weeks the Turkish force has succeeded in establishing communication between Hodeidah and El Hujjeh that had been cut off since August last.

This has not been effected without serious loss on the Turkish side, and has cost the latter their commander, Ferik Rifaat Pasha, who succumbed to an illness contracted during the present campaign.

The rebels have also suffered severely in their attempt to oppose an organised and disciplined force.

It was found necessary to bring down reinforcements from Sana'a before the Turks were able to open up communications with El Hujjeh.

About the middle of December General Mustapha Pasha, with two battalions of infantry and some guns, proceeded to El Hujjeh from the north, and within a month joined hands with the force under General Rifaat Pasha that had reached a place called Tor, some eight hours' march from El Hujjeh.

The military authorities have been busily engaged during the past fortnight in pushing up supplies to El Husseib and El Hujjeh.

The tribesmen and sheikhs have more or less all surrendered, and it is now proposed to divert a part of the force to the south to establish tranquillity in the country between Zaidyn and Loheia.

News is scarce here as to the progress of events in the province of Assyr. It is, however, a well-known fact that General Seyyid Pasha, whose force was nearly 4,000 strong at the beginning of October last, has not advanced an inch from Cunfuda, in spite of there being nearly 3,000 troops practically locked up in Abha, the capital.

According to some estimates, about one-third of Seyyid Pasha's splendid force, that consisted of regulars drawn from the Turco-Bulgarian frontier, has become ineffective through illness and adverse climatic conditions in the Red Sea, to say nothing of the more or less general demoralisation of the troops under his command brought about by the inactivity of their general.

Some ten days ago the acting mutessarif here informed me that Seyyid Pasha had left Cunfuda for Geezan *en route* to Sabyeah, whither he was bound with a view to endeavouring to come to some arrangement with Seyyid Mahomed-el-Idrisee.

This action on the part of the above-mentioned officer has called for unfavourable criticism in local military circles, as there is an overwhelming mass of evidence

to show that the Idrisee is an impostor and the cause of the recent trouble in the Tehama.

Seyyid Pasha must undoubtedly be aware of the above facts, especially as he discovered on his return to Cunfuda in November last, after visiting the Seyyid, that there was a strong following of tribesmen prepared to oppose his advance on Abha at the instigation of the Seyyid.

It is stated that the above-named general has now reported to Constantinople that the force at his disposal is inadequate to relieve Abha and open up communications between the latter and the coast, and that a whole division would be necessary to establish tranquillity in the Assyr district.

On the 13th January last the Vali, General Hassan Tahsin Pasha, left for Egypt on four months' sick leave. It is not expected that his Excellency will return to the Yemen.

The adjoint of the Governor-General, Rejeb Effendi, will carry on the administrative duties of the vilayet *ad interim*, while Ferik Yussuf Pasha will assume temporary command of the Seventh Army Corps.

Kiamil Bey, the Mutessarif of Tais, has been transferred to Hodeidah, and Izzet Bey, lately kaimakam at Ibb, appointed Governor of Taiz.

These two appointments have been well received here, as both Izzet Bey and Kiamil Bey, who have seen a good deal of service in this province, are capable men and have excellent records.

The Mutessarif of Hodeidah, Nedjib Pasha, has been transferred to a similar post in the vilayet of Sivas.

It is indeed remarkable that the Imam Seyyid Yahya has shown no activity whatever in the mountainous districts, although his proposals for the administration of the Yemen, including the grant of a certain amount of autonomy to himself, that his deputies sought to urge on the Porte last year have not so far been approved of.

I have, &c.
G. A. RICHARDSON.

[7777] No. 65.

Sir G. Lowther to Sir Edward Grey.—(Received March 7.)

(No. 124-A.)
Sir, *Constantinople, March 1, 1910.*

WITH reference to my despatch No. 105 of the 22nd ultimo, I have the honour to transmit herewith copy of a further despatch which I have received from His Majesty's consul at Jerusalem, reporting on the occurrence of dissensions amongst the Armenian community respecting the appointment of a *locum tenens* of the present Armenian Patriarch.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 65.

Consul Satow to Sir G. Lowther.

(No. 9.)
Sir, *Jerusalem, February 14, 1910.*

WITH reference to my despatch No. 8 of the 8th instant, I have the honour to inform your Excellency that the dispute at the Armenian Patriarchate has now been amicably settled.

On the 11th instant the monk who was acting as treasurer of the monastery left with two other monks for Jaffa by the afternoon train, having understood that the Patriarch intended to yield.

On the afternoon of the same day a meeting was held which was attended by the Patriarch and Synod on the one hand, and, on the other, by the acting Mutessarif, public prosecutor, and chiefs of police and gendarmerie, at which an arrangement was arrived at that Bishop Taniel would be recognised as the "Vekil" of the Patriarch, and that he and the monks who accompanied him would be permitted to enter the monastery. This they did on the following morning. One of the monks who

accompanied him had formerly been treasurer of the monastery. He has now taken up the duties of the post previously occupied by him.

I have, &c.
H. E. SATOW.

[7778] No. 66.

Sir G. Lowther to Sir Edward Grey.—(Received March 7.)

(No. 125.)
Sir, *Constantinople, March 2, 1910.*

WITH reference to my telegram No. 29 of the 20th ultimo, I have the honour to transmit herewith a copy of a despatch received from His Majesty's consul-general at Bagdad, submitting a copy of a memorandum on the subject of recent agitation in Bagdad in connection with the Lynch concession.

I have, &c.
GERARD LOWTHER.

Enclosure 1 in No. 66.

Consul-General Lorimer to Sir G. Lowther.

(Confidential.)
Your Excellency, *January 31, 1910.*

I HAVE the honour to submit herewith in duplicate, for your Excellency's disposal, a memorandum on the "Affaire Lynch" in Irak (December 1909 and January 1910) as likewise a Confidential memorandum by "A.R.B."

That on the "Affaire Lynch" is in the main an abstract of reports received by me from private sources. So far as it relates to events at Bagdad, it is, I believe, correct; and, if it errs in regard to affairs at Constantinople, or to official correspondence between that place and Bagdad, your Excellency will not be misled by it.

The Confidential memorandum by "A.R.B." is the work of a Muhammedan British subject employed by this residency, whom I consider to be trustworthy. In order to explain the importance of the Nakib's family, to which "A.R.B." in his memorandum refers, I venture to enclose a proof of a Gazetteer Appendix compiled by me, and to invite your Excellency's attention to pp. 20-24 of the same.

The two memoranda will, I hope, cast a little light on the present political position and state of feeling here.

I have, &c.
J. G. LORIMER, *Officiating Political Resident in Turkish Arabia, and His Britannic Majesty's Consul-General, Bagdad.*

Enclosure 2 in No. 66.

Memorandum by Consul-General Lorimer respecting the "Affaire Lynch" in Irak (December 1909 and January 1910).

Course of Events.—The disposal of the Nahriyah steamers, those, namely, plying between Bagdad and Bussorah, which were till lately the property of the Hamidieh Administration, and now belong to the Turkish Government, was not much discussed up to the time I left Bagdad on tour on the 14th December, 1909. But, even before that, articles had begun to appear in the Bagdad and Bussorah press, urging Turkish subjects to purchase the steamers from the Government, which was desirous of selling them, and to resist the grant of any navigation concession to foreigners; and in particular to the British firm of Lynch, who were understood to have made an offer for the whole Nahriyah fleet.

December 14.—About the 14th December a number of merchants, Christians and Jews as well as Muhammedans, protested by telegram to Constantinople against the supposed intention of the Chamber of Deputies to sanction a concession for navigation in favour of Messrs. Lynch, and to sell them the Nahriyah steamers. The merchants also

sent a long memorandum to the President of the Chamber of Deputies, reciting the following arguments against what they had heard was proposed :—

1. Freight and fares between Bagdad and Bussorah would probably be increased, as there would no longer be any competition.

2. The working of the steamers might be manipulated so as to give an advantage to British over other trade.

3. In case of tribal disturbances upon the river the firm would probably demand compensation for the interruption of their business, which they could not do so long as there were also Turkish steamers on the river.

4. An opportunity would be created, in case of tribal disturbances, for political interference by the British Government.

5. The Turkish Government would no longer have any steamers at its disposal for the transport of troops, in case of tribal disturbances.

6. The transfer of the steamers would have a bad political effect upon the rebellious tribes, and the steamers might even be used by the British in such a way as to assist and encourage those tribes. India was an excellent instance of how political designs might be pushed under cover of trade.

7. The same price could be obtained from themselves (the merchants) as from Messrs. Lynch, and they would agree to conditions more favourable to the Turkish Government.

December 15.—On the 15th December the Bagdad branch of the Committee of Union and Progress held a meeting at the First Military Club, and a resolution was passed to the effect that the grant of a navigation concession to foreigners would be very injurious to the interests of Turkey. The committee appointed a deputation consisting of Abdul Jabbar Khairatzadah (a Christian lawyer), Mamduh Salih (a Jewish lawyer), Yahuda Zalul (a Jewish merchant), Wafik Bey (a Turk, mudir of the local custom-house), and Yusuf Shantub (a Jewish merchant), to interview the vali and protest against the concession in the name of "the mercantile community and the other inhabitants of Bagdad." I do not know what was done by the members of this deputation.

December 18.—On the 18th December the secretary ("Makrulji") to the Bagdad Government received a telegram from Mustafa Nur-ud-Din (deputy for the Diwaniyah sanjak at Constantinople, in which the sender stated that he had failed to dissuade the Chamber from granting the proposed concession. It was also stated about this time that Sasun (a Jew, and one of the deputies for Bagdad city) had presented the Chamber with a memorandum against the concession.

December 19.—On or about the 19th December the secretary to the Bagdad Government received a second telegram from the deputy, Mustafa Nur-ud-Din, informing him that the Chamber, notwithstanding the united opposition of the deputies for Bagdad, Bussorah, Musal, and Deir-az-Zor, had decided by a majority of votes to approve the concession.

Two Bagdad deputies (Sasun and Isma'il Hakki) also sent a telegram to the president of the Bagdad municipality which was not altogether intelligible, but seemed to imply that the matter of the concession was not yet finally decided in consequence of some difficulty about a financial guarantee.

On this day the excitement at Bagdad greatly increased; and the telegraph-office was soon crowded with people, chiefly merchants, wishing to send messages to Government about the concession. Ordinary telegraphic business had to be suspended. The crowd demanded that the Prime Minister and the Minister of the Interior at Constantinople should come to the telegraph-office there, and discuss matters with them direct. It is understood that the two Ministers complied to the extent of coming to the office and sending reassuring messages of a general character. The correspondence was apparently interrupted by a failure of the wire between Bagdad and Diarbekir, in which the crowd were at the time not disposed to believe, but which was afterwards proved to have taken place. The interruption lasted eight hours.

December 20.—On the 20th December a wire was sent by someone at Bagdad to the Deputies Sasun and Isma'il Hakki, requesting them to explain their obscure telegram of the 19th, to afford all the information that they possessed, and to continue opposing the concession.

Another telegram was despatched to the Prime Minister and other members of the Turkish Cabinet, to the presidents of the Senate and Chamber of Deputies, to the deputies for Bagdad, Bussorah, Musal, Deir-az-Zor, Hedjaz, and Yaman, to Nazim Pasha (the vali-elect of Bagdad), and to the editors of a number of newspapers at Constantinople. It stated that the life of Irak depended on the rivers Tigris and

Euphrates, and that to give a concession for their navigation to foreigners would be to destroy the country. The concession should be given to an Ottoman company. In the absence of a favourable answer the local deputies would be recalled from Constantinople and other measures taken.

The actual sender of these telegrams was probably Abdul Kadir Pasha ("Khadhairi"), a merchant.

On this day a mass meeting was held on the plain outside the north gate of Bagdad city. It was, I believe, organised by Abdul Kadir Pasha ("Khadhairi") already mentioned, and Mahmud ("Shabandar") another merchant. The meeting lasted an hour, and the number of people taking part in it was estimated at 5,000 to 10,000. The arrangements made by the vali for the maintenance of order were excellent, and prevented the possibility of any disturbance. A speech was delivered in Turkish by Abdul Majid Taf'at, editor of the Turkish newspaper "Al Hakikah," and another in Arabic by Kedhim ("Dijaili"), a clerk in the Military Department. The first of these speeches was not generally understood, being in Turkish, but the second produced a great effect and moved many to tears. The organisers, with the assumed consent of the meeting, then nominated a committee of about fifty members (Mohammedans, Jews and Christians) to watch the interests of the inhabitants of Bagdad in the matter of the concession. The committee thus appointed included the khadhairi and the shabandar themselves, a number of Government officials and ex-officials, a number of merchants (mostly Jewish and Christian), the editors of one Christian and five Mohammedan newspapers, and one Mohammedan schoolmaster. From the shortness of my experience here I am unable to estimate the representative character or otherwise of the committee; moreover it does not appear that the persons nominated as members were present or had been previously consulted; and I hear that one Christian whose name was used in connection with the movement subsequently denied being in sympathy with it.

After the meeting the khadhairi sent telegrams in the name of the people of Bagdad to the people of Bussorah, Musal and Deir-az-Zor, urging them to cooperate in opposing the concession "for the sake of our fatherland."

Rumours began to be circulated among the common people that Irak had been sold to the British, that native ladies would be compelled to unveil, that male Mohammedans would be obliged to wear hats, &c. The first dragoman of this Consulate-General reported that, in view of the prevalent excitement, British subjects would be well-advised to behave with circumspection.

A sensible telegram was next received from Nazim Pasha, vali-elect of Bagdad, in reply to that sent him, asking the people to keep quiet and have confidence in the Government.

A second telegram was then sent to Nazim Pasha by the agitators, informing him that a mass meeting of 30,000 persons at Bagdad had condemned the proposed concession.

Still, on the 20th December a number of persons, probably some of those nominated as a committee at the mass meeting, waited on the vali and asked him to go with them to the telegraph office. The vali went, and wired officially to the Prime Minister that there was great popular excitement, and that the demands of the people should be conceded. I am informed that Mohammed Shanker Pasha was personally in sympathy with the objects, though not with the methods, of the agitators, also that he was a good deal confused and alarmed by the storm which had so suddenly arisen.

December 21.—On the 21st December the vali of Bagdad received a telegram from the Prime Minister at Constantinople, apparently to the following effect :—

The decision arrived at by the Cabinet had been approved by the Chamber of Deputies, after three or four days' discussion, only eight deputies dissenting. It was the Cabinet and Parliament who were responsible to the nation. Misunderstandings had been created at Constantinople and Bagdad by mischief-makers. What had been arranged—as the Minister of the Interior would presently inform the vali—was not a sale of the Nahriyah steamers to Messrs. Lynch, but the formation of an Ottoman company, including Messrs. Lynch, on the directorate of which there would be four Ottoman subjects. Respectable Bagdad merchants would naturally, on account of their local knowledge, be eligible persons as directors. "If it were assured that the shares should not come into foreign hands, it would be possible to sell some of them at Bagdad, and there would be no harm to the country from this arrangement, which was still under consideration." These facts should be explained to the people, who had collected at the telegraph office, and they should be told to trust the Government to look after the interests of the country."

The Minister of the Interior's telegram was similar to the above, but it gave the following additional particulars:—

"The arrangements contemplated would be for a period of thirty-seven years only in the first instance. Ottoman troops would be carried by the steamers, whenever necessary, at one-fourth the rates fixed for ordinary passengers. Private individuals would not be precluded from owning and running steamers in the service of their own trade. The irrigation schemes of the Government would not be hampered in any way by the navigation agreement. One essential condition (not described) still remained under discussion. The people should remain quiet and have confidence in the Government."

Another telegram from the deputies, Sasun and Isma'il Hakki, apparently in elucidation of their unintelligible wire of the 19th, now came in. It stated that there was friction between the Cabinet and the Chamber, that the concession was not yet finally settled, and that Messrs. Lynch were stipulating for compensation in case navigation should be prejudiced by irrigation works, but that the Cabinet had refused to agree to this last suggestion, and had proposed an alternative arrangement.

The vali replied the same day to the Minister of the Interior, reporting (apparently without comment) the following remarks of "the Turkish merchants of Bagdad":—

1. The concession should not involve any kind of monopoly.

2. If the steamers must be sold, the Turkish merchants themselves would buy them on any reasonable conditions.

3. A company, if formed, should consist of Turkish subjects only, and should be bound to comply with all reasonable requirements of the Government. Messrs. Lynch should retain their present two steamers.

4. The arrangements explained in the Minister's telegram to the vali would be most harmful, and they were not acquiesced in by the people.

5. The people would accept any proposals by the Government which did not involve the intrusion of foreigners.

Also on the 21st December a telegram was dispatched from Bussorah by twenty-seven private individuals protesting against a concession to foreigners. The Musal branch of the Committee of Union and Progress also informed the Bagdad branch on this day that they had sent a strong protest to Constantinople against the concession. The action taken at Bussorah and Musal is no doubt to be attributed to the wire-pulling of the Bagdad agitators.

December 22.—On the 22nd December the khadhairi, the shabandar, and their chief associates were still practically inhabiting the telegraph office, but ordinary telegrams were again being accepted for transmission.

It was now the talk of the Bagdad cafés that three members of the Turkish Cabinet had accepted a bribe of £T. 50,000 from Messrs. Lynch (!). At Kadhimain, a Shi'ah town 3 miles from Bagdad, there was a great stir on this date. Inflammatory harangues were delivered urging the people not to let the sacred land of Ali and Husain be "sold" to unbelievers, and matters reached such a pass that the shopkeepers in the bazaar closed their shops. Here a number of the demonstrators were probably not even Turkish subjects, but Persians.

The vali of Bagdad also received a cypher telegram from the Prime Minister (contents unknown), and apparently informed the merchants that its tenour was favourable.

A cypher telegram was now sent by the vali of Bussorah to Constantinople stating that the sheikhs of Mohammerah and Koweit had heard of the intended sale of the Turkish steamers and probable grant of a monopoly for the navigation of "both rivers" to Messrs. Lynch. This disposed the sheikhs to think that the Turks would in future be powerless, and they evidently expected that Messrs. Lynch would promote their (the sheikhs') interests. The vali had also heard that a large scheme for the occupation of Bussorah was being prepared (? by the British Government); but he could extinguish all these mischievous ideas if he were only authorised to announce that no concession would be given to foreigners.

(This silly telegram seems to show that the vali of Bussorah, who is new to the place, must have lost his head for the time being.)

December 23.—[Nil.]

December 24.—On the 24th December I returned to Bagdad from tour. Captain McPherson, the residency surgeon, had a somewhat anxious time until my arrival, but he behaved throughout with commendable composure.

December 25.—On the afternoon of the 25th December the vali of Bagdad received a cypher telegram authorising him, at least so it was stated, to proclaim martial law at Bagdad in case of a riot. This news (whether true or false) had a most sedative effect when it became generally known.

The procureur-général, nevertheless, sent an alarmist wire from Bagdad to the Minister of Justice at Constantinople, but it seems to have been disregarded.

The khadhairi also, who felt that matters had begun to go against him, asked the president of the Senate by telegram to converse with him ("as representative of the people") over the wires; but the president excused himself.

The khadhairi and the shabandar then wired to the Prime Minister and others in somewhat violent language, accusing Messrs. Lynch of having in the past supplied the Arab tribes with modern rifles.

December 26.—There had been some talk, before this, of demonstrations by mobs against the British residency, and the premises of Messrs. Lynch at Bagdad; but I had abstained from communicating with the vali, as I did not consider that there was any real danger. On the 26th December the gendarmerie and police guards at the police-posts nearest to the points supposed to be threatened were reinforced. At Ras-al-Karakiyah, near Messrs. Lynch's office, the guard was increased to 3 officers and 20 men; at Murabba', near the residency, to 5 officers and 27 men; and at Sanak, not far from the private house of Messrs. Lynch's English agent, to 2 officers and 18 men. Ordinarily there are not more than 1 officer and 11 men at each of these posts. Mohammed Shaukat Pasha may, I think, be relied on to act with energy and discretion in matters which are of a military or semi-military nature.

On the night of the 26th (27th) December Sheikh Ibrahim ("Khurasani") of Kadhimain, Mujtahid, a ringleader in the disturbance which took place there on the 22nd, died suddenly at his own house from natural causes.

December 27.—On the 27th December one of the Irak deputies at Constantinople wired on behalf of himself and his colleagues, "to our countrymen, care of the Bagdad Municipality," saying that the matter of the concession was still undecided, that the local deputies were using their best efforts, and that the people should be careful to act with moderation. This was a new note in the correspondence of the local deputies with their constituents.

There was still a good deal of latent excitement at Bagdad; and on this day, deceived by the shouts of a body of pilgrims, a rabble collected in the suburb on the right bank of the river under the impression that a riot and looting were about to commence on the left bank. The police, however, prevented them from crossing the bridge of boats.

About this time I was made somewhat uneasy by indications of a tendency for popular feeling to turn against Sir William Willcocks' schemes, which by many are regarded as a British rather than a Turkish concern. That this should have been so was not unnatural, for the dangerously foreign character of Sir William's enterprise had been insisted on by the agitators during the agitation. The Nakib of Bagdad, however, who is pecuniarily interested in the irrigation of the country, and who in a quiet way seems well-disposed towards things British, took up the line that irrigation and navigation are incompatible, and that there can therefore be no collusion between Sir W. Willcocks and Messrs. Lynch. He has also been endeavouring to impress upon excited patriots the view that the abolition of Messrs. Lynch's perpetual concession will be advantageously purchased at the expense even of a thirty-seven years' monopoly. (This argument seems to involve an unwarranted assumption). I do not think that the irrigation projects will be discredited here by what has been said against them.

December 28 *to* 31.—[Nil.]

January 1.—On the 1st January, 1910, the resignation of the Prime Minister became known at Bagdad, where it was attributed to the policy pursued by him in the matter of the concession.

January 2 *to* 20.—[Nil.]

January 21.—On the 21st January, after the formation of the new Ministry, the vali of Bagdad received a telegram from the Prime Minister asking what sum the local merchants interested in river navigation would deposit, if required, in the Bagdad branch of the Ottoman Bank.

January 23.—On the 23rd January some eleven of the principal agitators held a meeting at the house of Abdur Rahman Pasha ("Haidari") to deliberate on this communi-

cation. They apparently found themselves unable to arrive at "any practical conclusion."

January 25.—A telegram of the 25th January from the "Agence ottomane" at Constantinople to the "Mésopotamie," newspaper at Bagdad contained these words:—

"Le programme ministériel ne fait aucune allusion à la question Lynch. Le parlement et le public ne s'en occupent guère. Dans la presse, silence complet. Nous pouvons affirmer que la concession ne sera pas donnée à Lynch."

January 26.—On the 26th January the vali of Bagdad replied to the Prime Minister's telegram of the 23rd, saying that no Bagdad merchants had come forward as applicants (*query*) for shares in a Turkish river navigation company.

Observations.—I believe that the agitation here was only rendered possible by the fear which seized all business men at Bagdad (including European merchants) on hearing that some sort of monopoly for the navigation of the Tigris was likely to be granted, and that Messrs. Lynch, who themselves do a trade here besides owning steamers, would probably be participants in it. I do not think that this purely commercial anxiety is even yet allayed; for it is said that, though maximum rates of freight may be fixed, these can never be so low as would have been obtained by free competition. The merchants generally, including Oriental Christians and Jews, were at first inclined to throw in their lot with the agitation; but, as the language of the agitators grew more and more extreme, they separated themselves from it. By the end of December the agitators had the field left to themselves and the permanent following, almost entirely Mahommedans which they had succeeded in attaching to themselves. I am under the impression that this following is not now, to any great extent, of a commercial character.

I do not know what the real motives of the agitators were. The khadhairi and the shahandar are themselves merchants; and the former, I am told, has a strong personal dislike for Messrs. Lynch's principal representative here. Sasun, the Bagdad deputy at Constantinople, was once director of the Hamidieh Administration which originally owned the steamers.

Whatever the objects of the agitators, their manner of proceeding was highly reprehensible. If the action of the Central Government and the local executive had been less firm, they might eventually have succeeded in provoking riots.

J. G. LORIMER, *Officiating Political Resident in Turkish Arabia, and His Britannic Majesty's Consul-General, Bagdad.*

Bagdad, January 31, 1910.

Enclosure 3 in No. 66.

Confidential Memorandum by "A. R. B."

ON the 12th January I went to see the Nakib's family, and at Pir 'Abdus-Salam's house I met the following members of it: Seyyid Ibrahim, the Pir* of the Memons of Kurrachee and Bombay, a cousin of the Nakib, and a man of vast influence; Seyyid Hashim, son of the Nakib; Seyyid Majid Effendi, nephew of the Nakib; and Pir 'Abdus-Salam, brother of the Nakib.

They happened to be talking about the sale of the Turkish steamers to Lynch and Co. when I entered. After the usual greetings Seyyids Ibrahim and Hashim asked me whether it was true that the British Minister for Foreign Affairs had intimated to the "Nazir Kharijiyah" in plain words that, if the steamers in question were not given to Lynch and Co., the British Government would be obliged to withdraw its countenance from the Porte and drop friendly relations.

I replied that I was not aware of it, and that I did not consider it to be possible.

They did not believe this, and told me that it was stated all over the town, and that the Turkish official circle here believed the statement to be correct. They only wondered, they said, why the British Government should make a political grievance of the matter, especially at a time when the success of Sir William Willcocks' irrigation and railway schemes depended on a good understanding between the two Governments. Moreover, it was evident that Mahommedans, Christians, and Jews could never

* Religious preceptor.

co-operate with each other, and therefore could not take over the steamers; for the Mahommedans were incapable and impecunious, and the Christians were in sympathy with Lynch and with the British Government; and the Jews, while they possessed capital, lacked enterprise, and were not certain of the present régime or consequently of the investment being a safe one. In official circles here the patriotism of the Jews was doubted, and the Jewish community were suspected of leanings towards the British Government, because the major portion of their trade was with India and England. The proceedings of certain wealthy Jews were considered nothing but a sham.* The Turkish officials believed that the Christians and Jews would have joined Lynch and Co. long ago had it not been for the fact that the company keep its accounts secret, and announces dividends at whatever rate it pleases.

My friends again said that they could not understand the attitude of the British Government in this affair, nor why it should take up the cudgels on behalf of Lynch and Co. The threats of the British Foreign Minister and the insistence of the British Ambassador upon the vague promises made by Hilmi Pasha and some members of the Cabinet were simply incomprehensible.

I replied: "I am not in the confidence of the Government, but my common sense tells me that Lynch and Co. is a purely private concern, and has nothing to do with politics, and, therefore, it is not possible for me to believe that the British Foreign Minister would use threats on its behalf. In the beginning of the conversation you made certain insinuations against the British Government which, I think, are totally unfounded. As far as I know the British Government has no designs on Mesopotamia." To turn the whole matter into a joke, I recited Hafiz' verse:—

"Kings know best the policies and secrets of their States;
You are a lonely recluse, Hafiz, therefore keep silence."

They all laughed, and Seyyid Hashim remarked: "A good Government produces good servants who keep their tongues discreetly in their mouths, unlike our Government, whose officials, from the highest to the lowest, are corrupt, ignorant, and uneducated." As if to illustrate this remark, Pir Ibrahim said that a Turkish engineer, if there were such a thing, would be the last person in the world to know anything of politics. "But look at Sir William Willcocks," he added, "all whose proceedings from beginning to end are those of an astute politician. Even British military men, whose trade is fighting only, know as much about politics as the civilians themselves."

In reply, I said: "If you mean this as a compliment I am grateful; and I am sure that, if Sir William Willcocks were here, he would also be grateful; but, if you mean anything more, I must assure you that you are wrong."

Pir Ibrahim laughed and said: "We know better. It is the same old story. The drama of Egypt shall be re-enacted in Irak. First comes the irrigation scheme, which entails the services of 25,000 coolies and agriculturists from India. Then, all of a sudden, it is discovered that it will be no good to make the soil productive unless there are means of exporting the superabundant produce to profitable markets. To achieve this purpose railways must be established. This means more Indians, say, 10,000 to 15,000, as railway employés, &c. Then there is the question of money, for the Turkish Government is insolvent. Sir William Willcocks obtains permission to raise a loan in England. Either the British Government or the British people find the money. The loan is raised; irrigation and railway schemes are completed. New schemes crop up and the loan is never repaid. A foolish Arab tribe makes a raid upon the Indian colony. Military intervention becomes imperative; India is near; and occupation follows and Mesopotamia becomes Egypt."

Here a young Nakibzadah remarked: "So much the better." With abuse of the Turkish officials he went on to say: "An embankment of ours" (the name escaped me) "burst three days ago, and if not attended to at once will require 1,500 liras for repairs, apart from the damage which it will cause. The Nakib informed the vali on receipt of the first telegram; but the matter is still with the vali, who has taken no action during the last three days."

All laughed, and I laughed too. Turning towards me, Pir Ibrahim demanded some reply from me. I said, "I again repeat that I am not in the confidence of the British Government, and that my statements are not authoritative. My sources of information are the same as yours, viz., the papers and public news; and on what I know from these, I view the whole situation quite differently. Every question has two

* This refers to the ostensible share of certain Jews in the demonstrations against the rumoured Lynch-Nahriyah amalgamation.

sides. A jaundiced eye may see everything yellow, while the thing in reality may be quite white. Consider with an unbiassed mind, and see whether the proceedings of Sir William Willcocks are not quite logical and honest. It is a chain of causes and effects. One necessity begets another. Irrigation of Mesopotamia became a necessity with the Turks, and who more fitted to undertake this gigantic task than the celebrated Sir William Willcocks of Egyptian fame? He took up the task at the request of the Turkish Government. The Porte are not children that they should be frightened or wheedled into appointing Sir William Willcocks. Now, if Sir William proposes the employment of Indians on these works, is it to be wondered at? Who are more expert than Indians in doing this sort of work, or who could do it on such low wages? It would be strictly in accordance with prudence and economy. Economy is a thing unknown in your country, otherwise you would not be surprised at Sir William proposing a railway. Of what use would the produce be to the Government, or to the people themselves, unless it could fetch a good price? The present produce suffices for the wants of the people. What is the good then of spending enormous sums on raising more crops, unless they are to be exported to foreign countries and bring in money and add to the wealth of the country? And this cannot be done without improved means of communication such as railways, &c. Now can you honestly say that you still detect dishonest or political designs in the scheme? Never entertain for a moment the idea that the British Government has any designs on Mesopotamia. It has already heavy responsibilities to fulfil, and it does not wish to contract more. The Turks would do better to scrutinise German schemes in the direction of expansion, &c. The British Government occupied Bushire twice, and Mohammerah once, and it evacuated them again. As far as I know, the British Government only tries to keep away foreigners from the Persian Gulf, where it has spent much in money and men during more than a century. The Turks would do better to cultivate the friendship of the British Government, since King Edward rules over more Mohammedans than even the Sultan of Turkey does, and this should be a link which should join the two Governments more closely and firmly, because their interests demand it."*

At this time more visitors came in, and we dropped the discussion, and soon after I took my leave.

Note by "A. R. B."

I believe that the opinions expressed by the Nakibzadahs are not solely their own. Three of the family are members of the Courts in the Sarai. Moreover, Turkish officials constantly come to them and talk on these subjects. I think their opinions probably reflect the official view here, with additions and modifications. The Nakib's family take a keen interest in politics, and most of them are well-informed and well-read. Each of them can talk several languages, and consequently the extent of their knowledge and the sources of their information are much wider than those of ordinary Turks.

[8034] No. 67.

Euphrates and Tigris Steam Navigation Company to Foreign Office.—(Received March 7.)

3, Suffers' Hall Court, Cannon Street, London, March 4, 1910.

Sir,

WITH reference to a letter from our Bagdad agent, under date the 24th January, on the subject of irrigation scheme in Mesopotamia, a copy of which Colonel Picot left with Sir Charles Hardinge on the 21st ultimo, and a further copy of which I enclose, I am directed by my board to enquire whether His Majesty's Government have any information which they could communicate to our board as to the scope of the schemes which, we understand, have been laid before the Turkish Government by Sir William Willcocks, and as to their probable effect upon navigation should they be placed in execution.

We understand from this communication from our Bagdad agent, and from previous communications from the same source, as well as from other sources, that, in addition to the project referred to in the enclosed letter, another project, or other

* This would have been better left unsaid, and I have told my informant so, but no harm has been done

projects, have been submitted by Sir William Willcocks which would conserve the rivers for purposes of navigation. Indeed, Sir William informed our Bagdad agent, prior to his recent visit to Constantinople, that his schemes, far from diminishing the water in the rivers, would actually render them better suited for navigation than they are at present. All the information therefore in our possession points to the conclusion that two schemes have been, and may still be, under consideration: the one preserving, and possibly improving the navigation, and the other tending to destroy it. The former plan would seem to be the plan first favoured by Sir William Willcocks, though it may be the more expensive plan.

In view of the great importance to British interests of the maintenance of water communication between the Persian Gulf and the interior of Mesopotamia, and of the fact that the transit trade with Persia travels so largely by this route, my board feel justified in requesting information on the scope of these irrigation schemes, and in suggesting that His Majesty's Ambassador in Constantinople, as well as our consul-general in Bagdad, may be asked to address any further enquiries which may seem desirable to the Turkish Government and to Sir William Willcocks. I am to state that, in the view of my board, it is most important to ascertain whether the less expensive scheme, which is destructive of the navigation, has received the sanction of the Turkish Government, and whether the work which is at present proceeding in connection with the irrigation, forms a part of such scheme.

I have, &c.

H. W. MACLEAN, *Secretary.*

Enclosure in No. 67.

Mr. Parry to the Euphrates and Tigris Steam Navigation Company.

Bagdad, January 24, 1910.

WE have not yet been able to ascertain any official information regarding the new proposals respecting the irrigation schemes in Mesopotamia, but from report, and from conversation with some of the junior members of the staff, we understand that the project of forming a canal through the centre of the country between the two rivers, beginning at Beled on the Tigris and from Romadi on the Euphrates, and joining up in the depression near Akrah Kuf, and thence continuing on by a canal navigable for small boats to the Hai, is the scheme which Sir William placed before the Turkish Government as the most economical scheme as far as regards capital outlay.

The lake at Akrah Kuf is to be used as a receptacle for silt deposit brought down by the canals from the rivers, permitting the outlet canals running southward from the lake to carry clean water only, the silt having been precipitated on the bed of the lake.

Experts have expressed the opinion, after examination of the data collected by Sir William Willcocks, that more than a century of years would pass before the silt deposited will fill the depression forming the lake.

Such a canal would take most of the water out of the two rivers below Beled and Romadi, and navigation would be impeded thereby, if not entirely stopped. We understand other schemes which would have conserved the navigable rivers were said to be too expensive, and in consequence the Turkish Government looked upon the proposal mentioned above favourably. We shall report from time to time how work is proceeding.

FRED W. PARRY.

[7566] No. 68.

Foreign Office to Admiralty.

Sir,

Foreign Office, March 8, 1910.

WITH reference to two telegrams from the Government of India, dated the 2nd and 4th instant respectively, copies of which have been communicated to your Department, relative to the reported intention of the admiral commanding the French China squadron to visit Muscat, I am directed by Secretary Sir Edward Grey to enquire whether the Lords Commissioners of the Admiralty are in possession of any informa-

tion with regard to such a project, and with regard to the strength and composition of the squadron in question, which appears now to be at Jibuti.

I am, &c.
LOUIS MALLET.

[8237] No. 69.

India Office to Foreign Office.—(Received March 9.)

Sir, *India Office, March 8*, 1910.

WITH reference to my letter of the 4th instant as to the proposed further removal of oxide from Abu Musa, I am directed by the Secretary of State for India to enclose copy of a telegram from the Government of India requesting that, pending receipt of a letter from the acting political resident in the Persian Gulf, no action should be taken on their telegrams of the 2nd instant.

Viscount Morley would therefore suggest that consideration of the matter should for the present be postponed.

It is understood that Major Cox was to be in personal communication with the Government of India on the 6th or 7th March.

I am, &c.
R. RITCHIE.

Enclosure in No. 69.

Government of India to Viscount Morley.

(Telegraphic.) P. *March 5*, 1910.

REFERENCE is invited to my telegram dated the 2nd instant. Telegram from acting resident, Persian Gulf, states that no coolies have left for Abu Musa, and that he has arranged that the island will not be visited by the steam-ship "Nasiri." Major Trevor asks, however, that, fresh issues having been raised, the receipt of a letter from him on the subject may be awaited before orders are passed. I think it better, in the circumstances, that action on my telegram of the 2nd instant should not be taken.

[8316] No. 70.

India Office to Foreign Office.—(Received March 9.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Viscount Morley, forwards herewith, for the information of the Secretary of State, with reference to India Office letter of the 4th March, copy of a telegram from the Viceroy, dated the 9th March, relative to the reported intention of a French squadron to visit Muscat.

Copy has been sent to the Admiralty.

India Office, March 9, 1910.

Enclosure in No. 70.

Government of India to Viscount Morley.

(Telegraphic.) P. *March 9*, 1910.

PLEASE see my telegram dated the 4th instant. Following telegram, dated the 7th instant, received from political agent, Muscat:—

"Information received by French consul that visit of French admiral to Muscat unavoidably prevented."

[8290] No. 71.

Mr. Lynch to Foreign Office.—(Received March 9.)

Sir, *33, Pont Street, S.W., March 8*, 1910.

WITH reference to your letter of the 28th ultimo, I understand therefrom that the Grand Vizier bases his refusal to conclude the convention for the fusion of the two companies on two grounds. Firstly, on the ground that our proposal to provide compensation out of the resources of the new company would involve the Turkish Treasury in a financial engagement, and that no scheme for providing compensation can be devised which would not involve the Treasury indirectly; and, secondly, on the ground that the parliamentary vote of 13th December last precluded him from concluding the affair until the powers of the executive have clearly been laid down.

As regards the first of these objections, I have taken high legal advice as to whether it could properly be maintained that our proposal for a compensation fund out of the resources of the company involves an obligation upon the Turkish budget—you will remember that the resolution passed by Parliament had reference to the budget. The answer which I have received is in the negative. Our proposal involves no charge upon the budget; and it is this which Hilmi Pasha, in his speech in the Chamber, undertook to prevent.

Apart from the legal aspect of the question, it would, I submit, be straining the terms of the parliamentary resolution very far to make them bear this construction; and it would be straining them to breaking-point if they were held to include any indirect effects upon the Treasury. In that case the convention could not be executed at all, quite apart from the compensation fund; for it contains several other provisions which might be regarded as indirectly affecting the Turkish Treasury, such as immunity from customs duties and the obvious liability upon the shares subscribed for.

It was urged by the Turkish Parliament that it is usual in constitutional countries that schemes of a similar nature to this scheme should come before Parliament; but if a Parliament, so jealous of the control of finance as the British Parliament, in sanctioning the purchase of the Suez Canal Shares, had sought to impose a condition that without its sanction the Suez Canal Company should not do anything which might indirectly affect the British budget, the shares would not have been acquired. Such a condition would have prevented the company lowering its dues on vessels without this sanction, as it might reduce the dividends payable upon the British Government's shares, and so compel the Government to raise additional money by some budget. Clearly, what the Ottoman Chamber wished to prohibit was the granting by the Government of concessions imposing any liability by way of guarantee or otherwise to pay money out of the Ottoman revenue. Under our proposal the compensation fund would be provided, not by the budget, but from the company's earnings. For those reasons, I cannot help feeling that the Grand Vizier has placed an interpretation upon the resolution of Parliament which was not contemplated by its authors.

The second objection of the Grand Vizier, that he is precluded from concluding the affair until the powers of the executive in such a matter have clearly been laid down, would appear to be equally without foundation. The resolution, the text of which I recited in my letter of the 16th ultimo, expressly excepted our convention, which was very fully discussed during two whole sittings, from other concessions, and it expressly authorised the executive to conclude it. That there was no doubt whatever at the time as to the meaning of the resolution in this respect is shown by the statement made to Colonel Picot by the Minister of Finance just before Colonel Picot left Constantinople, to the effect that, even if the new law should be passed by Parliament before the question of compensation had been settled between the Cabinet and ourselves, this would in no wise preclude the power of the Cabinet to exercise its right to deal with the matter without further reference to Parliament, as they would be covered by the resolution. Javid Bey repudiated with warmth Colonel Picot's suggestion that the new law might be made a pretext for the transference of the convention by the Cabinet to Parliament.

I trust that the foregoing statements of the Grand Vizier were not received without protest by His Majesty's Ambassador, who would, no doubt, be able to expose the fallacies which, in our opinion, underlie them, better than I have been able to present them. I also trust that His Majesty's Ambassador may see his way to make it clear to the Turkish Government that this must remain a Cabinet question.

Our representative in Constantinople informs me that the Council of Ministers

refuse even to discuss the question of compensation before the new law has passed. I can find no justification whatever for this course in the resolution of Parliament.

In the meantime I have received a letter from the Bagdad agent of the British Company, reporting that rumours are current in Bagdad that a German group have made offers to take over the Turkish steamers. He adds that, while not attaching undue weight to these rumours, he would not be surprised if the report of the German offer should turn out to have been founded on fact.

I have, &c.
H. F. B. LYNCH.

[6890] No. 72.

Foreign Office to India Office.

Sir, *Foreign Office, March* 10, 1910.

I AM directed by the Secretary of State for Foreign Affairs to transmit to you, for Viscount Morley's consideration, copy of a despatch, with its enclosure, from His Majesty's Ambassador at Constantinople,* from which it will be seen that the question of British protection of Bahreinese, in the Ottoman Dominions, has been raised through the action of the vali at Bussorah. Sir G. Lowther has authorised His Majesty's consul at Bussorah to communicate to the vali the substance of the instructions sent to Mr. Geary, His Majesty's acting consul at Bussorah, on the 2nd September, 1908, a copy of which will be found in the confidential print volume of the "Asiatic Turkey and Arabia" series, July to September 1908, page 127. Sir G. Lowther does not propose to take any further action on the subject at Constantinople.

Sir E. Grey proposes, subject to Lord Morley's concurrence, to approve the communication to the vali of the instructions of 1908, and at the same time to assent to Sir G. Lowther's proposal that no further action should be taken at Constantinople in the matter.

I am, &c.
LOUIS MALLET.

[8531] No. 73.

Admiralty to Foreign Office.—(Received March 11.)

Sir, *Admiralty, March* 11, 1910.

WITH reference to your letter of the 8th instant respecting the reported intention of the admiral commanding the French China squadron to visit Muscat, I am commanded by my Lords Commissioners of the Admiralty to request that you will inform the Secretary of State for Foreign Affairs that Rear-Admiral de la Croix de Castries is now on his way out to China in the French armoured cruiser "Montcalm" (9,367 tons). The vessel has been reported as leaving Jibuti and Mahé (South India) on the 28th February and 4th March respectively, and as arriving at Colombo on the 6th March.

A telegram received from the Government of India, dated the 9th instant, states that the French consul at Muscat had received information that the French admiral had been unavoidably prevented from visiting Muscat.

I am, &c.
C. I. THOMAS.

[7528] No. 74.

Sir Edward Grey to Sir G. Lowther.

(No. 65.)

Sir, *Foreign Office, March* 12, 1910.

WITH reference to my despatch No. 313 of the 5th October last relative to applications for concessions for working the oil-fields in the Mosul district, and especially to the last paragraph of that despatch, respecting the attitude your Excellency

* No. 52.

should adopt as to Mr. D'Arcy's application, I transmit to you herewith copy of a letter from the Anglo-Persian Oil Company, requesting that further representations may be made to the Turkish Government in regard to Mr. D'Arcy's and the company's claim to be granted the concession.*

I have to request your Excellency to take such further action in regard to this matter as you may deem advisable.

I am, &c.
E. GREY.

[8733] No. 75.

Sir G. Lowther to Sir Edward Grey.—(Received March 14.)

(No. 132. Confidential.)

Sir, *Constantinople, March* 5, 1910.

I HAVE the honour to forward herewith a despatch from His Majesty's vice-consul at Adana, on the subject of the management of the Mersina–Adana Railway.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 75.

Vice-Consul Rankine to Sir G. Lowther.

(No. 7. Confidential.)

Sir, *Adana, February* 25, 1910.

I HAVE the honour to forward herewith some details upon the present working and management of the Mersina–Adana Railway, which may be of interest in the matter of showing how this line is being prepared so as to become eventually part and parcel of the Bagdad Railway when that line shall reach this city.

It is generally known, I believe, that about 60 per cent. of the shares of the Mersina–Adana Railway are now in German hands, and it is also a significant fact that the present director here is shortly to be replaced by a German.

Another point worthy of notice is that there are now three new German locomotives on the line, while there are also some new first, second, and third class Bagdad passenger carriages in daily service.

A great part of the rolling-stock, trucks, waggons, &c., are now marked "Bagdad," and to the casual observer the whole line appears, although it does not really, to belong to the Bagdad Railway, and the old British rolling-stock and locomotives appear to be rapidly being got rid of.

As regards expenses and receipts, the general turnover in 1909 was greater than in 1908, but so great has the expenditure been this last year that, on paper, the company should look in a very bad way.

It seems, however, that this may have been done partly with the view of making the railway look a failure, whereby a complete slump in the shares would be caused; and it is also supposed, perhaps, that British and other shareholders will now sell out at any price—if so, the Germans will get the railway entirely into their hands.

Actually, however, the railway has become much improved, and should become extremely important, while it will probably handle a great amount of traffic, thus proving a most paying investment.

The recklessly, but perhaps designedly, large expenditure of last year (1909) has been caused principally by a lot of general repairing that has been done to the permanent way—new sleepers have been laid, new embankments made, rolling-stock renewed, &c.

Furthermore, two passenger trains are now run daily in each direction, instead of one train per day each way as formerly. The staff has also been increased about 30 per cent., and the men are paid high wages—all this probably increasing the efficiency of the service—but it makes a great hole in the year's table of receipts, whereby it might appear, at first sight, that the line had become an extraordinarily expensive and unprofitable concern.

As regards this increase of employés, I can mention that, for instance, the staff at

* No. 58.

Adana station has been increased from three to six, and the secretary's office at Mersina, which consisted of one employé, now consists of eight.

In conclusion, therefore, it is my humble opinion that those who rule the destinies of this line at present are obviously eager to get everything completely into their own hands, because they foresee that the Mersina–Adana Railway has a great future as a branch line or "feeder" of the main Bagdad line, when it reaches Adana.

This I myself humbly consider to be perfectly true, and this Mersina–Adana line will probably become, under good management and with plenty of money to back it, a most important and paying concern in the not far distant future.

I have, &c.

E. C. DONALDSON RAWLINS.

[8735] No. 76.

Sir G. Lowther to Sir Edward Grey.—(Received March 14.)

(No. 134.)

Sir, *Constantinople, March 5, 1910.*

I HAVE the honour to transmit herewith a copy of a despatch which I have received from His Majesty's consul at Bussorah suggesting that as the Turkish Government now takes adequate steps for the preservation of order on the river at Bussorah, it would seem to be no longer necessary to send one of His Majesty's gun-boats. I venture to concur with Mr. Crow's suggestion that no gun-boat be sent during the coming date season by way of an experiment.

I have, &c.

GERARD LOWTHER.

Enclosure in No 76.

Consul Crow to Sir G. Lowther.

(No. 8.)

Sir, *Bussorah, February 7, 1910.*

IT has been the practice for many years to send a British man-of-war to Bussorah during the date season for the protection of British Indian sailing vessels engaged in the date trade.

His Majesty's ship generally arrives in September, and remains in or near the river until the following January. Last year the services of His Majesty's ship "Lapwing," which was despatched here for the purpose, were required elsewhere, and your Excellency authorised me to let her leave in your telegram of the 13th November. The Turkish authorities took measures themselves to patrol the river, and very successfully, for no cases of river piracy occurred. The Turkish Government has now sent the "Marmaris," a small cruiser, to Bussorah, which is stationed in the river, and is, I understand, likely to remain. Their naval flotilla now consists of the "Marmaris," the "Kilid Bahar," the "Abus," and the transformed "Bagdadi," formerly a river steamer which has been converted into a gun-boat and protected by steel plating.

I consider this force ample for river requirements, supplemented as it is by steam launches for visiting the creeks, and it seems to me that it is no longer necessary for the British naval authorities to keep a ship at Bussorah during the date season. I would therefore suggest, subject to your Excellency's approval, that the arrangement hitherto in force should be discontinued, at all events for one year. If necessary it could be resumed later.

I make this suggestion more particularly as I understand His Majesty's ships are often urgently required in the Persian Gulf during the date season in connection with the prevention of the arms traffic, and I gather from previous correspondence that the naval authorities would be glad to be relieved of work which it is certainly more incumbent on the Turks than on ourselves to perform.

I have, &c.

F. E. CROW.

[8737] No. 77.

Sir G. Lowther to Sir Edward Grey.—(Received March 14.)

(No. 137.)

Sir, *Constantinople, March 8, 1910.*

WITH reference to my despatches Nos. 895 of the 20th December, 1908, and No. 1 of the 2nd January, 1909, transmitting copies of despatches from His Majesty's consul-general at Beirout in regard to the refusal of the inhabitants of Mount Lebanon to avail themselves of the invitation to send deputies to the Ottoman Parliament on the ground of their legislative rights as a "privileged province," I have the honour to report that the application of the new Press Law to Lebanon, in which the Press Regulations of the old régime had hitherto been enforced, met with considerable opposition.

On the 10th December, 1909, a protest begging for intervention on the ground of infraction of the "règlement" was addressed to Mr. Cumberbatch by the Lebanese editors, two of whom, as honorary dragomans to the French and Italian consulates, were particularly affected by the provision of the new law, which forces them to have native responsible *gérants* for their journals, and, shortly before the lapse of the period allowed for compliance with the new regulations, a deputation waited on His Majesty's consul-general. Mr. Cumberbatch, after consultation with his colleagues and discussing the matter with the Governor-General, advised them to submit, one of his reasons being that the new law is more lenient than the old regulations concerning the press, and another that it did not appear to him to contravene either the spirit or the letter of the "règlement" of the Lebanon.

He reported his action to me, and I lost no time in discussing the matter with my French colleague, with the result that we arrived at the conclusion that it would be safe to lay down the principle that the laws of the Empire as passed by the Chambers should be regarded as applicable to the Lebanon, unless they should prove to be incompatible with the provisions of the "règlement"; and we accordingly approved the course taken by our consuls (the French consul-general having acted similarly to Mr. Cumberbatch) informing them of the principle which determined our decision.

I have, &c.

GERARD LOWTHER.

[8739] No. 78.

Sir G. Lowther to Sir Edward Grey.—(Received March 14.)

(No. 139.)

Sir, *Constantinople, March 8, 1910.*

IN continuation of my despatch No. 69 of the 9th February, I have the honour to report that I have received a certain number of despatches from His Majesty's consular officers in the Asiatic provinces of Turkey giving accounts of the progress of reform in their districts. At Van the commission of revision, presided over by the vali, has dismissed many native officials, and replaced them by men of more ability and promise, among whom there are some relations of the vali himself. The dismissed officials have not failed to make use of this fact to accuse him of favouritism, and are doing all in their power to obtain his removal from office. It is to be hoped that the Government will not listen to their grievances, as the vali is apparently energetic and keen to uphold the true interests of the country.

The Vali of Adana has recently undertaken a trip to Hajin in order to enquire into, and endeavour to introduce some improvement in, the miserable condition in which the people of that district are said to be. His departure on this mission was somewhat sudden, and was partly occasioned, it is believed, by the friction which had arisen between himself and some of the Adana Moslem notables, who disapprove of his interest in the welfare of the Christian element, and who are disposed to unite forces against his single-handed attempts at reform. The buildings containing the legal offices of the vilayet were recently destroyed by fire, and though, as in the case of the Cheragan Palace, suspicions were rife that the fire was due to incendiarism, with a view to destroying documents incriminating divers persons of complicity in the massacres of last year, it would seem on the whole to be attributable merely to carelessness and accident. Martial law has just been removed, although, as a contrast, it still exists in Constantinople.

The Jerusalem sanjak commission of revision has also been active this winter,

and of the total number of administrative and judicial officials of the *chef-lieu*, it has kept only 23 in office and selected 46 new administrative and 16 new judicial officials; 17 members of the police force have been dismissed, and the new members have to pass a Turkish examination, while preference is given to those who also know some foreign tongue. All new officials are required to take the oath to the constitution. Similar activity has been shown at Damascus, and it is complained here that the good judges have been ousted altogether with the incapable.

From Erzeroum news is scanty. Two notorious miscreants, Sheikh Seyyid Ali of Khizan and Shems-ed-Din Effendi, ex-Mayor of Bitlis, have been arrested at the order of the newly reformed judicial courts on various charges of robbery and incitement to murder last year. They came in of their own accord to be tried, but there seems to be reason to fear that they will escape punishment through intimidation of the witnesses, all of whom are Armenians.

The fact of proceedings being taken against them has, however, made a great impression throughout the district, and other Kurdish chiefs are beginning to fear that their turn may come next.

The nest of Kurdish refugees which has been formed at Maku, in Persian territory, has received a recent addition in the person of a noted brigand, Chatto Bishar, who bribed his gendarmes and escaped while being removed from the prison at Diarbekir to Bitlis. Local rumour has it that Hussein Pasha and his other friends at Maku are preparing reactionary plots and a descent upon Turkish frontier villages; but the Governor-General at Erzeroum denies these reports, and states that Hussein Pasha is to be allowed to return and live at Patnotz as long as he remains quiet there; and that the 100 gendarmes who were recently sent from Van and Erzeroum—as it was thought, to protect the frontier villages against his raids—were only intended for policing the frontier, and have now been recalled, as they found that there was no need for their presence.

As regards the Bagdad vilayet, I have the honour to transmit herewith a copy of a despatch which I have received from His Majesty's consul-general giving a detailed summary of events in Turkish Irak during the months of December and January.

I have, &c.

GERARD LOWTHER.

Enclosure in No. 78.

Summary of Events in Turkish Irak during December 1909 and January 1910.

I.—*Musul Vilayet.*

1. THE campaign against the Barazani sheikh (see Summary, November 1909, I, 1) continues.

When the Vali of Musul, Muhammed Pasha (Daghistani), returned to head-quarters at the end of October he left three redif (reservist) battalions at Akrah. During the last week of November an encounter took place between two of these battalions and the followers of the sheikh, who is said to have received help on this occasion from his father-in-law near Hamadieh. According to a version of the affair received at Bagdad, the sheikh sent two messengers to the officer commanding the Turkish troops to arrange for a parley, but the latter made the messengers prisoners and immediately sallied out to attack the sheikh, who was then at a spot not far distant. The result of the encounter, which took place at a hill called Shirin, was unfavourable to the Turks. They lost 2 officers and about 45 men killed, 1 officer and about 30 men wounded, 1 officer captured by the enemy, and about 15 men drowned in attempting to escape across the Zab River. A quantity of arms, including one or more guns, also stores, are said to have fallen into the hands of the tribesmen. The captured Turkish officer was sent to the village of Pirah Kabirah, and the Turkish wounded were conveyed to Musul.

Immediately on the occurrence of this disaster reinforcements were sent to the front from Musul; orders were issued for a concentration of three redif battalions, stationed respectively at Zakho, Dahuk, and Hamadieh, in the disturbed area; and it was said that military succour had been demanded from Van and Diarbekir. About the 11th December twenty camel-loads of rifles and ammunition were dispatched from Musul to Dahuk, and Mir Liwa (*i.e.*, major-general) Muhi-ud-Din Pasha, the military

officer of highest rank in the district, left Musul for Akrah with two nidham (active army) battalions (the 2nd and 3rd of the 31st regiment). The distribution of troops at the middle of December was thus two nidham and six redif battalions within the sphere of operations and one nidham battalion (the 1st of the 32nd regiment) in garrison at Musul.

On the 30th December the vali himself was believed to be on the point of starting for the scene of action with the single remaining battalion of the local garrison, but up to the 14th January he was still apparently at Musul. Before that date Muhi-ud-Din Pasha returned from Akrah, where he had remained inactive for more than three weeks, and was superseded in his command by another officer of the same name and rank, who was summoned from Suleimanieh. Muhi-ud-Din Pasha (1), whose fault seems to have been that he confessed his inability to effect anything with the force at his disposal, was next sent to take the vacant place of Muhi-ud-Din Pasha (2) at Suleimanieh.

The operations appear to be of the same troublesome character as those which are sometimes forced upon the Government of India by the Pathan tribes of the North-Western Frontier; but the inhabitants of the villages which are not in arms against the Turkish Government, instead of making handsome profits by selling supplies as generally happens on the Indian border, seem in a fair way to be ruined by requisitions for the troops. The commandeering of transport by the authorities has also caused some interruption to trade at Musul.

2. The Hamawand trouble (see Summary, November 1909, I, 1) is believed to have sprung indirectly from the massacre by a mob at Musul on the 6th January, 1909, the Sheikh Seyyid, an important refugee from Suleimanieh, and more than twenty of his of followers.

In June last a Turkish military detachment was cut up by the Hamawand, and in August 3,000 troops were collected to chastise the tribe; but the Hamawand, whose ordinary habitat is the country immediately to the south and west of Suleimanieh, simply retired across the frontier into Persia. Probably no action against them, though they have now returned, will be found possible while the campaign against the Barazani sheikh continues. A court of enquiry which was constituted to investigate the causes of the disaster has now, it is said, been ordered to transfer its sittings from Suleimanieh to Musul.

So far as can be learned, no real progress has been made in the case of Sheikh Seyyid's murder. It is rumoured that over 100 persons who have been under detention since May last will now be discharged, and that about 140 others will be arrested instead.

3. No further details have been received of the Dihkin-Zoba quarrel (see Summary, November 1909, I, 2); but the Turkish authorities appear to have abandoned the idea of forcible intervention, doubtless for the same reason which prevents their proceeding against the Hamawand.

4. The return to Musul, in December last, of the Papal delegate from Bagdad and the Chaldean Catholic Patriarch from Europe has given a fresh impulse to the efforts of their party for the suppression of the Nestorian movement (see Summary, November 1909, I, 3) at Alkosh. Before their return Bishop Stephan, the acting Patriarch, had induced a priest named Yusuf, who was a leader of the Nestorian movement, to recant; and the latter individual was further persuaded to sign a statement, afterwards submitted to the vali and his administrative council, to the effect that he had been led away by a native member of the British vice-consulate at Musul. The French consular representative at Musul has recently made a tour of the adjacent Christian villages under the auspices of the Papal delegate.

The friction between Catholics and Nestorians in this province is of very old standing; but the attitude of the Turkish Government to the matter seems to have changed. If my memory does not deceive me, Niebuhr mentions in his "Travels"* that a French priest had been imprisoned by the Pasha of Bagdad before 1766 for making, or attempting to make, proselytes among the Nestorians.

5. The British vice-consul at Musul recently received from the leaders of the Jacobite or Old Syrian community there a petition in favour of the establishment of an English school in the town. The Jacobites number about 3,000 souls at Musul, and they are the oldest of all the Christian sects in this country. Mr. Wilkie Young has more than once urged, on various grounds, the opening of an efficient English school at

* I have not been able to find a copy of this book at Bagdad.

Musal; and I hope to examine and report on the subject when I visit Musal, probably in March or April next.

6. This year Christmas coincided with the festival of Bairam (the 24th to 27th December); and there were apprehensions, as it approached, among the Catholic Christians and Jews of Musal lest violence should be offered to them by the Mahommedan rabble of the town. The festivals, however, passed quietly over.

II.—*Bagdad Vilayet.*

1. On the 12th December the Turkish Kaimakam of Bussorah reported that his district was in a disturbed condition owing to the lawless behaviour of certain tribes (which he did not specify) and to the hostile proceedings of his neighbour the Persian Vali of Pusht-i-Kuh. The kaimakam at the same time asked for troops; but the Vali of Bagdad, who is also commander-in-chief of the VIth Army Corps, has not at present the means, even if he had the inclination, to comply with a request of such a nature. (Mr. Wilson, His Britannic Majesty's vice-consul at Mohammerah, informs me that the Vali of Pusht-i-Kuh has recently finished a canal, known as the Nizamabad, which taps the Ab-i-Kunjiyan above Mandali and diminishes the supply of water available for irrigation within the Turkish border.)

2. On the 21st and 24th December there was tribal fighting near Mahmudieh, only 20 miles from Bagdad, upon the high road to Kerbela. On the former date the Karatan, assisted by the Karaghol, attacked the Fadaghah, killing five and wounding five of them, and looted some live-stock and several rifles. A score of dhabitiehs (gendarmerie) and about thirty regular troops were sent to the place under a military officer; but they did nothing. On the second occasion the Karad and Chadadah made a retaliatory attack upon the Karatan, slew four of them, and carried off some mares and mules. The sheikhs of the tribes and sections involved were then ordered to come to Bagdad,* but up to a week ago they had not obeyed the summons.

III.—*Bagdad City.*

1. The epidemic of violent crime, which was at its height in Bagdad city before the middle of November (see Summary, November 1909, II, 3), subsided, or was suppressed, soon afterwards. The police then devoted a good deal of attention to removing undesirable characters; and between the 18th November and 5th December forty-eight vagrants of Turkish nationality were sent to labour on the Hindieh, Kananieh, and Bashidieh embankments, while twelve Persian opium-smokers were expelled to Persia.

2. A time-honoured custom at Bagdad, now suppressed by the police so far as adults are concerned, is the celebration of the 1st of Kanun-al-Awwal, the date on which winter is supposed to begin, by battles with slings and stones in the streets of the various quarters. The day fell this year on the 13th December. In the Jewish quarter a Muhommadan boy belonging to a defeated faction fetched a revolver from his father's house and discharged it at the opposite party, killing on the spot a Jewish boy, who was one of them. It appears that under Turkish law the offender, as a juvenile, is likely to escape punishment altogether.

3. On the 26th December a serious riot took place at or near Diwanieh town in consequence of an insult offered by an individual of the Akra† tribe to a military reservist who had gone to pay his devotions at the adjacent shrine of Abul Fadhl. Some civil inhabitants of Diwanieh took the part of the soldier; and gendarmes and ultimately soldiers joined in the fray upon the same side. The Arabs were in the end dispersed by means of artillery. The civilians of Diwanieh had two men killed and six wounded, the gendarmes three killed and thirteen wounded; and the Akra, it is believed, lost about twenty killed and a large number wounded. Mr. Leachman (see VII, 6, below), while visiting a Shammar encampment in the direction of Hellah soon after this, heard bitter indignation expressed among his entertainers against Tahr Baig, the Mutessarif of Diwanieh.

IV.—*Bussorah Vilayet.*

1. Reliable information about the progress of the "Muntafik" campaign (see Summary, November 1909, III, 2) is difficult to obtain. On the 5th December

* For the Fadaghah and Karaghol (the latter a branch of the Shammar Tokah), see "Persian Gulf Gaz. Geogr.," pp. 777 and 1753.

† For the Akra see "Persian Gulf Gaz. Geogr.," p. 774.

Farik (*i.e.*, lieutenant-general) Yusuf Pasha, till lately military commandant of Amarah, left Kut for Nasirieh to take over control of the operations from Mir Liwa Mustafa Pasha. The public have great confidence in Yusuf Pasha as a man of action.

On the 18th December Ahmed Effendi, a major in the redif, arrived at Bagdad, where he is to be tried by court-martial on the following charges:—

(*a.*) Evacuating in disobedience of orders a fort named Kumani, which had been captured from the Azairij with great difficulty and much loss of life.

(*b.*) Allowing four boxes of Mauser cartridges and eight tents to be captured by the enemy.

(*c.*) Deserting his men and returning on a frivolous pretext to Nasirieh.

These charges refer to something which happened before the 18th November.

On the 24th December three officers and fourteen men wounded in the fighting near Nasirieh reached Bagdad and were sent to hospital.

Matters seem to be now in suspense pending the arrival of Nazim Pasha, the new Vali of Bagdad.

2. The movements of the restless chiefs of the Bani Lam and Al Bu Muhammed, who have grievances against the Turks, and in whose power it lies to make the navigation of the Tigris unsafe between Amarah and Kurnah, are almost as hard to follow as the Turkish operations about Nasirieh. At the middle of December Ghadhban, the head of the Bani Lam, was at some distance inland, midway between Dawairij* and the country of the Bani Turuf tribe. Falah, who is in competition with his own brother Abdul Karim for the headship of the Al Bu Muhammed tribe, and who is on good terms with Ghadhban, was then living near to the latter at a place called Bisaitin. A short time previously Falah and Abdul Karim visited Sheikh Khazal of Mohammareh, and obtained from him permission to reside within his territories near Hawizeh, on condition of their not causing any disturbance while there; and it was said that the sheikh had presented Falah with 300 liras and sixty guns. About the same time, or possibly earlier, Sheikh Khazal is said to have approached the new Vali of Bussorah on behalf of the Al Bu Muhammed chiefs, but without success, on the subject of a regrant of certain lands which were taken from them last year by the Turkish Government. At the beginning of January it was reported that Abdul Karim had subverted the influence of his brother Fa'lah over the Al Bu Muhammed, and that he was settled at Hafarieh, on the Tigris below Kalat Salih. Ghadhban was then said to have taken refuge in Persia with the Vali of Pusht-i-Kuh.

Sultan Effendi, Kaimakam of Kurnah, a strong and active officer, has been made responsible for the safety of the Tigris up to Azair (Ezra's tomb); and the Turkish steamer "Bagdadi" has been placed at his disposal as a patrol-boat.

(It is very desirable that a competent news-writer to correspond with this residency should be established at Amarah, but the necessary arrangements will be difficult to make. At present I have to rely for information in regard to river-bank politics below Amarah upon the employés of the Euphrates and Tigris Steam Navigation Company. It follows that, when representations regarding the safety of the company's steamers are made to me by Messrs. Lynch's agent at Bagdad, I am not in a position to form any opinion independent of his. This is not an imaginary situation; it has already occurred.)

V.—*Turkish Affairs.*

1. The acting Vali of Bagdad lately told me that the control exercised by the central administration at Constantinople over the affairs of the Bagdad vilayet was so close as to render action of any sort by the local authorities almost impossible. He said that the matter had been frequently represented to Government, and he hoped that his successor might benefit by recommendations that he had made.

Muhammed Shaukat Pasha also assured me that no agricultural progress would be possible in this country until the land, which at present is mostly the property of the State, had been transferred to private owners. This remark had reference to a translation that I had sent him from an article in an Anglo-Indian newspaper—the "Pioneer"—in which statistics were given of the phenomenal progress of the Panjab during the last fifty years, owing to the construction of canals and railways. His

* See the articles under these names in the "Persian Gulf Gaz. Geogr.," pp. 388–9 and 1909.

Excellency seemed to have been more interested by the article than I had expected, and I hear that he has passed it on to an official of the Department of Agriculture (Mudir-uz-Zara'ah), who has lately been posted to Bagdad. His Excellency also enquired of me on what sort of tenures land is held in the Panjab.

The vali's observations at our interview seem to throw some light on the following sentence, which occurred in a Constantinople news telegram of the 24th January to the Bagdad newspaper "Mésopotamie":—

"A sujet de la situation de certaines provinces, le Gouvernement* demandera que certaines mesures légales soient prises pour une amélioration radicale; il élaborera des lois fixant les attributions des pouvoirs exécutifs et législatifs, concessions, travaux, propriétés foncières; il s'efforcera à réaliser des perfectionnements matériels, à rendre tangibles les bienfaits de la constitution."

2. Various changes in the civil administration of this province will, it is said, be introduced when the acting vali is relieved by Nazim Pasha from Constantinople. The vilayets of Musal and Bussorah are to be placed under Nazim Pasha's supervision, and he will, it is stated, be empowered to appoint and remove civil officials of all ranks. The pay of the post as reconstituted, viz., the governorship of the Bagdad vilayet, combined with superintendence of the vilayets of Musal and Bussorah and the command, as at present, of the VIth Army Corps, will be 35,000 G.S.P. (about 315*l.*) a month instead of 20,000 G.S.P. (about 180*l.*). The new vali will also be provided with a mouavin or personal assistant, who will receive 6,000 G.S.P. (about 54*l.*) a month.

3. Projects of military reform are also under discussion. On the 1st December, 1909, the vali elect telegraphed from Constantinople to the acting vali asking him for information on a number of matters relating to the VIth Army Corps. Muhammed Shaukat Pasha in consequence appointed a committee of high military officers to investigate and report, and the committee recommended:—

(1.) That wireless telegraph stations should be established at Aleppo, Musal, Bagdad, and Bussorah;†

(2.) That three automobiles should be obtained for the use of the VIth Army Corps; and

(3.) That £T. 48,000 should be allotted to the VIth Army Corps during the current year (1325 A.H.),‡ and that a further sum of £T. 40,000 should be provided in the military budget for next year (1326 A.H.) for the construction of important roads in Irak.

In regard to military hospital arrangements at Bagdad, about which Nazim Pasha had enquired, the committee reported the actual position to be quite satisfactory. It is stated that the above recommendations have since been submitted to the Cabinet by Nazim Pasha.

Meanwhile, the actual military position in Irak is highly unsatisfactory, on account of the continuance simultaneously of the campaigns against the Barazani Sheikh and the "Muntafik."

Already on the 20th November, 1909, the garrison at Amarah consisted of four reservist battalions only, amounting to about 1,500 rifles.

In December 1909, when I visited the Euphrates districts, the redif in that part of the country had been mobilised, and the Hindieh reserve were under training at Abu Sikhair, the Hillah reserve at Nejef, and the Nejef reserve at Hillah. It is found that better work is done when the men are removed to some distance from their homes.

At the middle of January, as we have already seen, Musal was practically denuded of troops, and the guard-houses in the town were closed; and at the time of writing it is asserted that there are only some 300 or 400 regular troops left in Bagdad itself. In fact, the state of affairs is at least as serious as it was in 1904–5, at the time of the Turkish expedition to Kasim in Central Arabia.

4. According to a private letter from Constantinople the system under which military reservists have hitherto been permitted to furnish substitutes, when called up for service, is about to be abolished. The objection to the system is that the substitutes provided are, as a rule, insufficiently trained men. Substitutes will still be accepted in cases of genuine necessity.

* The reference was to the programme of the new Cabinet.
† The real originator of this idea was, I believe, my predecessor, Colonel Ramsay.
‡ No doubt as an extra or special grant.

5. The Imperial firman directing the enlistment of non-Mahommedans as well as Mahommedans for military service (see Summary, November 1909, II, 1) reached Bagdad on the 5th December, and proceedings under it commenced on the 14th. The residency pump engineer, a Chaldean Catholic, is among those who have been inscribed under the new law.

6. About the end of November the acting Vali of Bagdad addressed the Turkish Minister of Marine, urging that two steamers, supposed to be under construction at Constantinople, also two gun-boats, should be allotted to the Bussorah-Fao station.

7. The gendarmerie of the province were taken in hand, some time since, by a board of reorganisation. The president of the board is one Nuri Bey; and Major C. Cicognani, of the Italian army (Carabinieri Reali), formerly employed in Macedonia, is attached to the board as an adviser. The pay of the force has been increased, and it is now regularly disbursed at head-quarters through the Ottoman Bank; but there is still some trouble in regard to pay at the out-stations. A training depôt has been instituted at Bagdad, through which it is hoped that about 300 new men will pass before next May, when they will be distributed to other places. The numerical strength of the force as a whole is to be augmented. Already I notice a great improvement in the bearing and discipline of the men, as compared with what I saw here in 1905. To my astonishment nearly all the dhabtiehs (gendarmes) who supplied my escorts upon a recent tour refused to accept the usual gratuity at the end of each stage, explaining that they were soldiers, and that their pay was enough for them.

8. Edib Vaisi Bey, an inspector of customs, specially sent from Constantinople to enquire into the unsatisfactory state of the Bagdad and Bussorah custom-houses, arrived here on the 21st December, 1909. On the 4th January a meeting was held at the residency, for the purpose of introducing the principal British merchants of Bagdad to the inspector, and of initiating discussion between them; in the unavoidable absence of the resident from indisposition, the residency surgeon (Captain McPherson) presided. Vaisi Bey's attitude was found to be reasonable, and it is hoped that the report which he will ultimately make to his own department will lead to the removal of some serious inconveniences. A second and final conference at the residency has been fixed for the 1st February, shortly after which the inspector will take his departure for Bussorah.

A heavy fall of rain occurred, not inopportunely, during Vaisi Bey's stay at Bagdad. It resulted in damage to merchants' goods, insufficiently sheltered, at the custom-house; to an extent which Lloyd's local agent informs me that he thinks cannot be less than 2,000*l.* to 3,000*l.*, but a detailed examination would be required in order to determine precise figures.

9. It will be preferable, after all, for various reasons, to deal with Sir William Willcocks's irrigation and railway schemes under the present head, rather than under that of "British Interests" (see Summary, November 1909, V, 1).

I have heard that about the beginning of December Mr. Tabor, one of Sir William's English engineers, and his party were wantonly shot at while surveying the bed of the Tigris, near a place called Sindieh, a considerable distance above Bagdad. Two or three bullets were fired, one of which struck very near Mr. Tabor. The matter was not reported to me, which was well, for the local authorities are understood to have taken steps of their own motion, and intervention by the resident between British subjects in Turkish employ and Turkish Government officials could only produce unfortunate results.

The repairs to the Hindieh barrage (see Summary, November 1909, V, 1) have had only a short-lived success. On the morning of the 12th December, 1909, 30 metres of the work adjoining the left bank of the river gave way, and the Hillah branch again ceased to flow. The original breach of 20 metres which was in the centre of the barrage remains closed, and active measures for stopping the new one have been undertaken by M. Cugnin, the engineer placed in charge by Sir William Willcocks. One cannot but regret that the first task of the latter in this country should have been to patch up an ill-designed and long-neglected structure, by which no credit is to be gained. The recent damage to the barrage is described more fully in a separate report on my recent tour.

Sir William Willcocks arrived at Bagdad on return from Europe on the 14th January, 1910, accompanied by Lieutenant-Colonel A. C. Tompkins (Territorial army), a gentleman with experience of Egypt, whom he has brought with him as his secretary. By the 19th January Sir William had sent all his European engineers into camp upon different employments.

On the 20th January Sir William telegraphed to the Ottoman Minister of Public Works suggesting that he should be authorised to expend £T. 60,000 from his present

credit of £ T. 150,000 on constructing and equipping a 30-inch railway from Bagdad to the neighbourhood of Fallujah on the Euphrates. Such a railway, he explained, would greatly facilitate his operations on that side, especially if four tugs were also supplied for distributing on barges to the different works where they were required the materials and stores received at the rail-head. On the same day, at Sir William's request, I informed His Britannic Majesty's chargé d'affaires at Constantinople, by telegram, of this proposal having been submitted to the Turkish Government.

On the 25th January Sir William Willcocks left Bagdad for a three weeks' tour to places on the Euphrates. He does not think that actual work on any of his projects can begin before next October.

VI.—*Persian Affairs.*

1. Sheikh Muhammed (see Summary, November 1909, IV, 1) was visited at Kadhimain, at his own request, by a native employé of this residency who enjoys a high reputation as a pious Shiah. The sheikh protested to this gentleman that he was going to Tehran in a private capacity merely; but, from various indications which have been observed here, it is suspected that the Persian ecclesiastical element, of which the mujtcheds at Kerbela and Nejef are doubtless an important part, are endeavouring to establish a religious council of their own, side by side with the national parliament, with the object of watching, and if possible influencing, the legislation of the latter body.

2. The Yamin-ul-Mamalek, formerly consul-general for Persia at this place, has only recently left Bagdad. He was a nationalist, and soon after the constitution had been virtually revoked by Muhammed Ali Shah he was removed from office. When the nationalists at length gained the upper hand he not unnaturally expected to be reinstated, but ten months passed and he received nothing from the Persian Government except (after some delay) the sum of about £ T. 1,000 on account of arrears of salary. This was not enough to pay his outstanding debts, and he was reduced to great straits. He subsisted for a time by the sale of his furniture, and his creditors prevented him from leaving Bagdad. At length, by the kindness of a former dragoman, who sold a house and lent him £ T. 400 out of the proceeds on the security of a Persian merchant at Kadhimain, the ex-karpardaz was enabled, at the beginning of December last, to start for Tehran.

3. In the meantime the Yamin-ul-Mamalek's successor, the Yamin-ul-Mulk (Haji Ali Khan) has also run his course and been dismissed. He was an idle and apathetic man, who devoted very little time to public business, and the fact that one of his wives was connected with the Persian Royal Family also told against him with the Persian nationalists here. The determining factor in his removal seems to have been a complaint by a Persian political body at Nejef, known as the Anjuman-i-Ilmi, which laid negligence and inefficiency to his charge; but it is also known that on the 6th December he had an unpleasant altercation at Kadhimain with Agha Ismail Sadr and Mirza Ibrahim (Salmasi), two considerable mujtcheds, in consequence of their reproaching him with indolence. On the 21st December the Yamin-ul-Mulk intimated to me by letter that he had received a telegram recalling him to Tehran, and had made over charge of his office to a subordinate. The alleged orders have not prevented the Yamin-ul-Mulk from engaging a new house in the Midan quarter of Bagdad city for the period, it is said, of three years. He is understood to possess a considerable fortune, acquired (according to his detractors) during employment in the Imperial Persian Customs under M. Naus. His money is safe, being deposited in banks in Europe, but he also owns some landed property in Persia.

It is expected that the post of Persian consul-general here will be given to one Musa Khan. This gentleman is said to be at present attached to the Persian Embassy at Constantinople, and to have visited Turkish Arabia some time ago to enquire into acts of violence committed by Turkish officials at Kerbela against Persian subjects.

4. The Persian nationalist societies in this country, one of which has been mentioned in the foregoing paragraph, deserve a passing mention. The principal among them are: The Anjuman-i-Musawat, or "Society of Equality," at Kerbela; the Anjuman-i-Ilmi, or "Society of Science," at Nejef; and the Anjuman-i-Akhuwat, or "Society of Brotherhood," at Kadhimain. From the Anjuman-i-Sirri, or "Secret Society," an offshoot from the Kerbela body, of which the nature is indicated by its name, I recently received a letter in English on Oudh Bequest matters purporting to come from "the Parliament of Kerbela." These societies, of which the professed object

is to guard the political rights of Persian citizens, and which have accordingly constituted themselves the mentors of all Persians occupying public positions, are in reality childish affairs; but Mullah Muhammed Kazim (Khurasani), a prominent mujtehed of Nejef, derives a part of his consequence from the patronage which he extends to them. The only useful work which the societies have done so far is in opening a school at Kerbela for the education of Persian boys. They are so many added drops of bitterness in the cup of which every Persian consular official in this country has to drink.

5. The Zahir-ul-Mulk, who about two years ago commanded a small Persian force that was sent to Kasr-i-Shirin to watch the Turkish border, and who afterwards became Governor of Kermanshah, has now retired to Kerbela, where he has a house and relations, to be out of the way of the nationalists. At the end of December he made overtures to me through the British vice-consul at Kerbela for British protection, intimating that if he were disappointed he would apply for Russian protection. He added that the latter would assuredly be granted if it were asked; and he quoted the case of the Yamin-ul-Mulk, lately Persian consul-general here, as a precedent. I caused the Zahir-ul-Mulk to be informed, in reply, that British protection is only granted on proof of certain particulars as to parentage, place of birth, &c.; and that, unless he is able to fulfil the necessary conditions, I fear that I can do nothing for him.

6. On passing through Musaiyib on the 14th December last I was informed that the Persian vice-consul at that place was authorised to act on behalf of Russian as well as of Persian subjects. If there is any arrangement to this effect it is probably of an informal nature. I have not thought it worth while to enquire of M. Maschkow whether the facts are as stated.

VII.—*British Interests and Cases.*

1. The vacancy in one of the allowances paid under the Oudh Bequest (see Summary, November 1909, II, 4) has caused a great commotion. Between the 29th November and the 26th January I received in connection with it no less than 209 communications,* viz., 10 telegrams and 32 letters from mujtcheds, 4 telegrams and 136 letters from other individuals, 5 letters from societies, and 22 mazahirs or round-robins; besides these, I had, of course, visits from interested persons. The excitement is now gradually settling down, and I intend to let it subside altogether before making any decided move.

There is not, in my opinion, any danger of actual disturbances, unless from starving† Persian students and the political societies in which they are enrolled; but the general dissatisfaction with existing arrangements, and even more with some of the present holders of allowances personally, is more widespread and deep-seated than I had imagined. In December I visited Kerbela, Nejef, and Hillah, and this gave me an opportunity of acquiring some first-hand knowledge on the subject. At Kerbela, as it appeared undesirable to let the proceeds of the vacant share accumulate, I made the balance in hand over to four of the most respectable among the mujtcheds, and they distributed it in charity. I hear that this arrangement was highly approved of by every one except the heirs of the deceased mujtched, who are, however, unfit persons to succeed him. At Nejef I had an interview with Saiyid Kazim (Tabatabayi), who divides with Saiyid Sadr-ud-Din, of Kerbela, the honour of being the most distinguished mujtched of the present day in Irak. Both of these men have themselves declined to accept allowances under the Oudh Bequest; and their advice on the subject of the bequest, if it can be obtained, should be the more disinterested and valuable. Saiyid Kazim promised that he would, after reflection, furnish me with some remarks in writing; but he has not yet done so. At Hillah, in a private assembly, I was rudely attacked on the subject of the Oudh Bequest, &c., by one of the principal Shiah ecclesiastics of the town, who roundly implied that the present state of affairs was the height of mismanagement. My host apologised to me for the incident, but I welcomed it as a useful illustration of outside feeling. Shiah opinion is unanimous in condemning the present beneficiaries, who, with a few honourable exceptions, spend the grants entirely upon themselves and their relations. The fact that the will of Ghazi-ud-Din Haidar is unconditional in its terms is not admitted as a valid argument, so far as I can ascertain, by any non-recipient; and most of the recipients themselves seem to think that the funds are, inferentially, a charitable trust. They consequently take refuge in

* With a very few exceptions these were all in Persian or Arabic.
† Prices at Kerbela, as elsewhere in the province, are very high this year

pretences of alms secretly dispensed. It was Colonel Ramsay's aim to induce the recipients to make some concessions of their own free will to the universal sentiment, and I hope eventually to carry his policy to a successful issue. I will report to the Government of India when I feel that I have thoroughly mastered the situation.

2. In the case of Mahmud (see Summary, November 1909, V, 3), the Turkish authorities have explained that the prisoner did not, when he was arrested, claim to be a British subject. They have thus tacitly acknowledged their obligation to report the arrest of British subjects to this residency, which was the real point in issue.

3. The matter of the British Government arms and ammunition destined for the Mūsal vice-consulate (see Summary, November 1909, V, 4) remain *in statu quo*, and have been referred to His Britannic Majesty's embassy at Constantinople. The question of two boxes of ammunition for the residency guard, which were consigned from India to Bagdad as ordinary cargo and have been stopped in the Turkish custom-house, has been similarly referred.

4. Mr. Watts, who left Bagdad for Aleppo in a motor-car at the end of October (see Summary, November 1909, V, 7), is a British subject; so also, it is believed, is the owner of the car, though he is a partner in an American firm. On the 2nd December, as Mr. Watts had not yet arrived at Anah, it accordingly fell to me to apply to the Turkish authorities for assistance, and the vali very obligingly telegraphed orders to Rumadi, Anah, and other places to send out search parties. On the next day, fortunately, Mr. Watts, who had been taken ill on the way, reached Anah in safety; but a mild attack of small-pox from which he was suffering detained him there for nearly a fortnight. He eventually reached Aleppo in fifty-two running hours from Anah, and Alexandretta in ten running hours from Aleppo. The experiment, therefore, may be pronounced a success.

5. In relation to British interests, the most important developments here since the beginning of December are those that have arisen out of what is now known at Bagdad as the "affaire Lynch." In a separate communication I am reporting upon this matter in its local aspects.

6. Several British subjects from abroad have recently visited Bagdad for various purposes.

On the 2nd December Mr. G. E. Leachman, of the Royal Sussex Regiment, came here to work at Arabic under rules which, as I understand, have recently been introduced in India for the encouragement of Oriental studies. Mr. Leachman, in December, accompanied me on a tour to Kerbela, Nejef, and Hillah; and in January he made one on his own account to some Shammar encampments in the Jezirah (*i.e.*, the tract between the Tigris and Euphrates) below Bagdad.

On the 7th December I received a visit from Mr. Ardeshirji Edulji, a native of Bombay, who calls himself on his visiting card "L'Agent des Parsis de l'Inde en Perse." He said that he had come from Persia and was going to London for the Japanese Exhibition. He is a travelled, clever, and talkative man; but I did not discover what his means of livelihood are, and he showed, it struck me, an unnecessary amount of interest (for a foreigner) in the progress of the nationalist cause in Persia. He gave me to understand that he had a recognised position at Tehran.

On the 9th December Mr. H. Whitaker, of the Rifle Brigade, arrived from India on his way to Europe overland. He only stayed until the 13th, but he managed in the interim to visit Babylon and Kerbela.

Mr. T. C. W. Fowle, of the 40th Pathans, reached Bagdad at the same time as Mr. Whitaker, and is remaining in the country, like Mr. Leachman, to study Arabic. He has taken a house in the town, but spends a good deal of his time in travelling.

Captain F. R. Teesdale, of the 25th Cavalry, on leave, arrived at Bagdad on the 7th January from Constantinople, having come down the Euphrates on a raft to Fallujah, where a carriage was sent from Bagdad to meet him. He left again on the 11th to rejoin his regiment in India.

VIII.—*British Official Matters.*

1. On the 8th December I received a formal visit from Manahim Salih Daniel, one of the leading Jews of Bagdad and a great landholder under the Turkish Government. Mr. Daniel informed me that he once went to Egypt and bought land, and stayed there for two years; but the climate did not suit him, and on the constitution being established in Turkey he returned to his native Mesopotamia. He thought very little of this country, as it was now, in comparison with Egypt; but he foresaw great developments in the immediate future as the result of Sir W. Willcocks's engagement by the

Turkish Government. He knew of cases in which land had recently changed hands at double the price which it would have fetched only a short time ago. Mr. Daniel is an old-fashioned Bagdad Jew and speaks no European language. (Before the end of December I had an opportunity of seeing some of Mr. Daniel's fine estates upon the Shatt-el-Hindieh. To some extent he has already adopted modern methods, and the cultivable area in his possession is enormous.)

2. From the 14th to the 24th December I was on tour in the districts of the Kerbela and Diwanieh sanjaks upon the Euphrates. Some reference to this tour has already occurred above, and I am making it the subject of a separate report.

3. From the 28th December to the 19th January I was confined to bed with "Bagdad enteric," and my work was carried on by Captain McPherson, the residency surgeon.

4. In accordance with the custom of this residency, no particular ceremony was observed here on proclamation day (the 1st January). In my unavoidable absence Captain McPherson presented sheep to the sepoy guard in their lines, and sheep were handed over to the crew of the "Comet" also, through the commander, Captain Finnis. Both guard and crew gave three cheers for His Majesty the King-Emperor.

5. On the 25th January I visited the vali at the sarai, to present the Imperial firman of my recognition as British consul-general at Bagdad, which had lately arrived, and to acknowledge the vali's courtesy in calling personally at the residency to enquire for me during my illness. (My visit to the sarai was the occasion of the conversation described in paragraph V, 1, above.)

6. Mr. H. E. Wilkie Young, who has held charge of His Britannic Majesty's vice-consulate at Musal since its foundation early in 1908, has now been transferred to Beirout. On the 30th January he informed me by telegram of his departure that day for Diarbekir. I regret that he was unable to travel viâ Bagdad, which he at first intended doing, as in that case I might have had the benefit of his opinion on several matters at Musal. Mr. Young's successor is Mr. A. C. Greig.

7. Reports on my tour, and on the "affaire Lynch," which I am submitting separately, will serve to illustrate the local state of feeling among various classes towards the British Government and the British nation. The general attitude was, and is, one of marked friendliness, but the "affaire Lynch" has given the extreme nationalist party here an opportunity of making their voices heard, and for the moment their insinuations have excited a little suspicion in the general mind. At one time I feared that the agitation at Bagdad was about to be directed against Sir William Willcocks as well as against Messrs. Lynch, but fortunately it has come to an end, at least for the present, without taking any such inconvenient turn.

IX.—*Foreign Interests and Official Matters.*

1. A mistake which occurred in the last summary (that for November 1909, V, 1), may be corrected here. The Jewish society interested in Irak is not the "Zionist" body, who (I am now told) aim at establishing an independent Jewish state in some part of the world, but the "Jewish Colonisation Association." The statutes of this association, as drawn up when it was founded, are given at p. 30 of the "Bulletin de l'Alliance israélite universelle" for 1891; and from them it will be seen that the chief object of the association is to assist Jews to emigrate from countries in which they do not receive fair treatment, and to settle down elsewhere in favourable surroundings, generally as cultivators of the soil. The "rapport" of the association for 1908, which has been lent me, shows that its work has now assumed very large proportions, especially in South America. The original capital of the association, almost the whole of which was contributed by the late Baron Hirsch, was 2,000,000*l.*; and the Baroness Hirsch, before her death, added more than 7,000,000*l.* to its funds. Russia and Bulgaria are now the principal countries of Jewish emigration; and Turkey, since the constitution, is considered to have become an eligible country of immigration. The expected commission of the association, to which reference was made in the last summary (V, 1), arrived at Bagdad towards the end of December, and the members lost no time in calling at this residency. The head of the party is M. J. Niégo, "Inspecteur agricole de la Jewish Colonisation Association," and the others are M. J. Oettinger, "Agronome attaché à la Jewish Colonisation Association," and M. H. Younès, "Ingénieur des Arts et Manufactures." M. Niégo visited Bagdad once before at the end of 1907, when some negotiations took place for the purchase of lands belong to a certain M. Zaifi to the east of Bagdad; but nothing was settled. The present commission, after consulting Sir William Willcocks, have turned their attention, in the

first instance, to the irrigable lands of Mesopotamia proper; and when I saw them a few days ago they were on the point of making a tour to the Euphrates.

I may state that, according to the "Bulletin" already quoted, the association has its head-quarters in England, and has been registered as a joint stock company under English law; also that M. Niégo, at his former visit here, was provided with a letter of recommendation from the Foreign Office in London to the resident at Bagdad. In these circumstances, I shall be ready to afford the members of the commission any ordinary assistance which they may stand in need. The annual report of the association is in French, however, and M. Younès is the only one of their representatives here who can speak any English. Further, from the nature of the case, the Jewish immigrants who may eventually be sent here will not be British subjects.

2. At the middle of January a party of five Chinese—two men, two women, and a child—were living in a hired house at Kerbela. They had come from India, and so knew a little Hindustani. The men gave themselves out to be eye and teeth specialists, and were earning some money by their practice. Their interpreter was a Persian lad from Kurrachee, whose pay was a fifth part of their receipts.

3. It is understood that Dr. von Mutius (see Summary, November 1909, VII, 1) will not return to Bagdad. His place here as consul for Germany is now filled by Dr. M. J. F. Hesse, interpreter to the German legation at Tehran, who occupies it for the present in an acting capacity.

4. M. Maschkow's relief (see Summary, November 1909, VII, 1) is now arranged, and he expects to leave for Europe, viâ the Persian Gulf, where he will embark on a Russian steamer, some time next month. He hopes to obtain a year's furlough. When I visited him last, on the 25th January, I found him engaged with tracings from a corrected and amplified map of Central Arabia. In one of the tracings the names were in French; in the other, which may have been intended for the vali, they were in Turkish. M. Maschkow told me that he had been working out the geography of Central Arabia for his own amusement. He had never heard of Doughty or Huber, so I lent him the former's "Arabia Deserta" and put him on the track of Huber's writings.

5. Differences exist among my foreign colleagues here; and in the last week of December M. Benzengre, who is Russian vice-consul for Musal but had been living at Bagdad for about a year, challenged M. Rouet, the French consul, to a duel. The challenge, which was in effect declined, was conveyed to M. Rouet by two other members of the consular body.

M. Benzengre after this gave publicity (by circulating copies of it) to a former letter written by him to M. Rouet, in which he said that he would consider that gentleman as "sans honneur, lâche, et poltron" in the event of his refusing to fight.

A few days afterwards M. Benzengre, having received orders to return to Musal, left Bagdad. His year's residence at this place is something of a mystery, for he had obviously no work to do while at Bagdad, and M. Maschkow denied possessing any authority over him.

6. Mr. A. L. M. Gottschalk, whose proper style is "American consul-general at large, and inspector of the district of the Middle East and Africa," visited Bagdad from the 7th to the 10th January, and inspected the American consulate. When he left, Mr. Simpich accompanied him as far as Bussorah.

7. I was at Babylon on the 22nd December, and found the German excavations there still progressing quietly, as they have been doing for the last eleven years, and as they may continue to do for as many more to come. The engineers are now working at the domestic architecture of the ancient city, and the most striking of the ruins visible are those which were already uncovered in 1905.

X.—*Commercial Matters.*

1. A tramway about 6 miles in length was recently opened by a native concessionnaire between the town of Nejef and Kufah, a flourishing river port upon the Shatt-al-Hindieh, and is at present being worked with horses. An order for a steam locomotive for this tramway has now been obtained by a British firm represented at Bagdad. The municipal committee of Nejef are treating with the same firm for the construction of a pipe-line from Kufah to Nejef, and the erection of a powerful oil pump at Kufah, to supply Nejef with drinking water.

2. The Vali of Bagdad has just approached a British merchant here with enquiries relative to the raising of a loan by the municipal committee of Bagdad for the purpose of carrying out some public improvements. This is a gratifying instance of the growing

disposition here to utilise credit in order to borrow. The merchant in question, who does not himself undertake financial business, was good enough to give me immediate information on the subject, and he will endeavour to obtain from the vali a written statement of what is required and of the security which could be furnished for punctual repayment of the suggested loan, principal, and interest. If he is successful in this, I will not delay to communicate with the Intelligence Section of the Board of Trade, who may be able to assist in the matter. It is believed that the vali has also consulted the local German firm of Berk, Püttman, and Co.

It was recently reported that the Bagdad municipality had passed a resolution in favour of the construction of an iron bridge over the Tigris at an estimated cost of £T. 30,000 to connect the two parts of the city, and that their resolution had been submitted for approval to the vali and his administrative council. This may be the explanation of the vali's present enquiries.

3. Bagdad has lately been visited by one or two British commercial travellers. On the 27th December I received a visit from Mr. R. C. Martin, who has been sent out to establish a branch at Bombay by the Asiatic Petroleum Company. This company, which has its head-quarters in London, purveys Russia, Burmah, Borneo, and Sumatra oils. Its "Anchor Brand" will be sold at Bombay at rupees 4 : 6 : 6 per case. I doubt whether, when the oil from the new Arabistan borings comes on the market, other foreign oils will, supposing it to be of sufficiently good quality, be able to make head against it at Bagdad.

Mr. J. H. Davis, representing the well-known English chemical and medical firm of Messrs. Burroughs, Wellcome, and Co., is now at Bagdad, as is also Mr. F. B. Brown, of Messrs. Mackinnon, Mackenzie, and Co., the Kurrachee agents of the British India Steam Navigation Company.

4. M. A. Raza, a Persian merchant of Bagdad, who has his business at Yokohama, in Japan, and ordinarily resides there, visited me the other day. He informed me that his import trade in Japan consisted in wool from Turkish Irak and in skins and indigo from India, and that he exported silk from Japan.

5. The British sample room at Musal is found useful, and has been the means of securing some satisfactory orders for cloth.

6. Mr. Dawud Su'ati, a native of Musal, aged about 50, returned to that place at the beginning of December after an absence of ten years, bringing with him a large number of cases with specimens of American machinery, including pumps. More cases are following him, and it is said that he has spent £E. 150 in waggon and mule hire from Aleppo to Musal.

7. Another German traveller in synthetic dyes (see Summary, November 1909, VII, 3) was at Musal at the middle of December.

J. G. LORIMER, *Officiating Political Resident in Turkish Arabia, and His Britannic Majesty's Consul-General, Bagdad.*

Bagdad, January 31, 1910.

[8742] No. 79.

Sir G. Lowther to Sir Edward Grey.—(Received March 14.)

(No. 142.)

Sir, *Constantinople, March 9, 1910.*

I HAVE the honour to forward herewith a despatch from His Majesty's consul-general at Bagdad enclosing his first tour diary for 1909.

I have, &c.

GERARD LOWTHER.

Enclosure 1 in No. 79.

Consul-General Lorimer to Sir G. Lowther.

(No. 119/6. Secret.)

Your Excellency, *Bagdad, February 7, 1910.*

I HAVE the honour to forward herewith, for official record not for perusal, my first tour diary for 1909. Your Excellency would find the narrative part tedious, but at the end (pp. 135–137) there are some general remarks which are possibly worthy of your Excellency's attention.

The tour diary now sent is the report referred to in paragraphs V 9, VIII 2, and VIII 7 of the last Summary of Events, forwarded with my letter No. 97/A of the 31st January, 1910.

In paragraph VII 1 of the same Summary the name "Seyyid Sadr-ud-Din" may with advantage be altered to "Seyyid Muhammad Isma'il (Sadr)," the latter being the true personal name of the mujtehid, while the former is his patronymic only.

I have, &c.

J. G. LORIMER, *Officiating Political Resident in Turkish Arabia, and His Britannic Majesty's Consul-General, Bagdad.*

Enclosure 2 in No. 79.

Tour Diary No. 1 of 1909.

(Confidential.)

(THE tour described below was undertaken with the previous approval of His Britannic Majesty's Ambassador at Constantinople, as required by Chapter V, paragraph 28 of the general instructions to His Majesty's consular officers. The financial application prescribed in the same chapter was not made, as the travelling allowances of the British resident in Turkish Arabia are paid by the Government of India, not by His Majesty's Government.

During my absence Captain J. McPherson, I.M.S., residency surgeon, was in charge of the current duties at head-quarters.)

Journey from Bagdad to Karbala (distance, 61 miles).

December 14, 1909.—I was accompanied on this tour by Mr. Leachman* and by Agha Taki Khan, a nephew of Ahmad Ali Khan, the most prominent surviving Indian nobleman at Bagdad.

We left Bagdad by carriage at 3·45 A.M. on the morning of the 14th December, 1909, and arrived at Korbala at 4·15 in the afternoon.

The "arabanahs" (vehicles) in use on the Bagdad–Korbala road are all of one pattern; they are long, light, covered waggons on springs, with seats for ten people inside and one on the box besides the driver. The fact that twelve to fourteen of these carriages make the journey between Bagdad and Musaiyib daily in both directions is an index of the amount of passenger traffic upon the road. There is, of course, much commercial intercourse besides by caravans of camels and mules. At Musaiyib, where the Euphrates is reached, passengers and luggage are transferred to a new set of carriages on the west bank of the river, for the bridge of boats is not passable for wheels. The fare from Bagdad to Korbala by Arabanah varies from 1 to 2 majidis (3*s.* 4*d.* to 6*s.* 8*d.*) per seat according to the stress of traffic.

At the time of our journey the Arafah† and the Id-al-Adhha (two favourite occasions for the Karbala pilgrimage), were approaching; they fell this year on the 23rd and 24th December, corresponding to the 9th and 10th of Dhul Hijjah. During the four hours following daybreak we must have overtaken and passed more than 1,000 pilgrims pressing onwards to Karbala. Large and small bodies of them were moving across the plain upon parallel lines, and the whole resembled a brigade in motion, with its transport, in open country. A large proportion of the pilgrims were mounted, and almost all the women among them rode, or were carried in panniers of different patterns. Persians predominated; but we saw some Turkmans from Russian territory, and a few Indians. We were told that a pilgrim from parts of Khurasan must walk continuously for three months in order to reach Karbala, and the same again in returning home, yet there are many who undertake the formidable journey. A small stream of returning pilgrims who had not waited at Karbala for the festivals were moving in the opposite direction.

At Musaiyib I was escorted across the bridge by the leading members of a small colony of British subjects of Punjabi (Indian) extraction which exists there. These Indians are, for the most part, petty general dealers. The majority of them are now indistinguishable from Arabs; only one of those whom I met had ever been in India, and only two spoke any Indian language.

* See Summary, December to January 1909–10, VII, 6.
† See p. 13 of draft Appendix (R) of P. G. Gaz. Hist.

Some miles before reaching Karbala I was met by Muhammad Hasan (Muhsin), the British vice-consul, in a carriage; further on by Muhammad Husain, nephew of a British (Indian) subject named Afzal Khan,* on horseback; and, after crossing the Husainiyah canal to enter the town, we came upon a number of British (Indian) subjects who were waiting there to receive us. At the door of an unoccupied house which had been arranged for us, and which was lent by the mother of Majid Khan, a youthful relative of His Highness the Agha Khan of Bombay, a crowd of Indian poor had assembled, mostly women, to complain of the niggardliness of the present holders of allowances under the Oudh Bequest.

Halt at Karbala.

December 15.—The next morning (the 15th December) I called upon the mutessarif of Karbala at the Sarai†; I was accompanied by my friends and by the vice-consul. The office of mutessarif, corresponds in its dignity and attributes to that of a commissioner in India, and the jurisdiction of the commissioner of Karbala extends as far as Musaiyik and Nejef. The present mutessarif is Jalal Bey, who was once Director of Public Instruction in Syria, and afterwards held the post of mutessarif of Fizan (Tripoli), which last he occupied until his transfer to Karbala in autumn 1909. Jalal Bey, who speaks French fairly well, gave us a courteous reception; and I took the opportunity of discussing with him two matters affecting British subjects, viz., that of forced contributions for the repair of the Karbala‡ embankments, and that of the arbitrary destruction by a Turkish military officer of a wall built by a society of Indian borahs (the "Faizah-i-Husaini") on land which they had purchased from the municipality. Both these affairs will take some time to arrange.

We next called on the military commandant at Karbala, whom we found to be a Kurd from Sulaimanieh with the rank of colonel in the redif (reserve). I have described§ elsewhere the very general embodiment of the reserve which has taken place in this province in consequence of the present military operations in the Mosul and Bussorah vilayets.

I was glad to learn from the British vice-consul that the civil administration at Karbala is at present on a satisfactory footing, and that the president of the criminal court is now the only official in respect of whom there are serious complaints of corruption.

After the visit to the commandant, we went to see the buildings, &c., in the town owned by the "Faizah-i-Husaini." This wealthy and benevolent society was founded about twenty years ago by the Borah (Indian) community to promote the convenience of pilgrims of their own sect when making pilgrimages. It does not assist pilgrims belonging to other denominations. The most valuable property of the society at Karbala is a fine building a little way within the quarantine gate of the town, which covers, with the land attached to it, some 2 or 3 acres. It was erected about ten years ago, and it is used as a hostel for Borah pilgrims. The local agent of the society told me that about 100,000 rupees will probably be spent this year in enlarging it, and in providing it with shops, &c, as to make the residents independent of the outside world. (The trouble which I discussed with the mutessarif arose out of a previous rather hastily attempted extension of the building by the local agent of the Borahs.) We were then shown two other hostels nearer the middle of the town, the larger of them built to accommodate 100 pilgrims, and situate near the shrine of Abbas; and we were much struck by the excellence of the building and by the cleanliness and even comfort of the internal arrangements. These houses were designed and built by a native engineer from India, himself a Borah, within the last two years; and they form a remarkable contrast with the squalid, though sometimes pretentious, Persian and Arab dwellings of the town. Each pilgrim is given a separate room, yet pays no rent; moreover, on the day of his arrival, as also on that of his departure, he receive his meals free of cost. The society is represented by agents at Bagdad and Bussorah, and even at Musaiyib, and at these places the Borah pilgrims are met and taken in charge by guides, who protect them against the harpies that prey upon other pilgrims. It was pleasant to be welcomed, as their protector and friend, by the happy and thriving

* See entry under December 16, below.
† The Sarai is the "cutcherry" of India, viz., the building in which an executive official of rank not lower than a kaimakam (deputy commissioner) does his work.
‡ This question is dealt with below, see entry under December 16.
§ See Summary, December to January 1909–10, V, 3.

Borahs, but I could not help thinking of the different fate of the other Indian pilgrims to this country, far more numerous, who have no society to look after them.

I received a number of visits at my lodging in the course of the day. Seyyid Muhammad Bakir (Tabatabayi), the second mujtehid of Karbala and the only one of real importance who has accepted an allowance under the Oudh bequest. The greatest of all is Seyyid Muhammad Isma'il (Sadr), who holds no communication with Europeans. Other callers were Maulvi Kalb-i-Bakir, the principal Indian mujtehid, Seyyid Ali (Tangabani), a Persian mujtehid, and Murtaza Husain, another Indian mujtehid, who are also beneficiaries under the bequest. Aspirants to one of the Oudh bequest allowances which is at present vacant also came to see me, and I received visits from the Persian consul (known as Dabir-i-Humayun) and Afzal Khan, the British subject already mentioned.

In the evening I visited two flour-mills in the town which have been supplied with oil-engines by the British firm of Messrs. Blockey, Cree, and Co., Bagdad. At each mill there is also an ice-making plant, which works in summer only. The larger concern belongs to a native company, headed by Agha Abbas, of Bagdad, a Russian subject; it employs an Egyptian (Arab) engineer, trained in the United States of America, to look after its engines, which are two in number. The smaller mill is the property of Messrs. Abdul Ali and Brothers, a British (Indian) firm of Borahs at Bagdad, and their engineer is an Indian.

December 16.—On the morning of the 16th December we started early from Karbala and rode southwards along the edge of a high sandy desert overlooking eastwards low cultivable plains which are flooded, except when the river is low, from the Shatt-al-Hindiyah. The chief object of this day's expedition was to determine the cause of the inundations and to see the embankments that are required to protect lands near Karbala from the Hor-as-Suleimanieh, as the lake formed by the floods is called at its northern extremity. I was accompanied by my two friends before mentioned, and also by Fuad Effendi, a Bulgarian, who has been employed by the Turkish authorities for some years in connection with the embankments, and whose services were kindly placed by the mutessarif at my disposal. Although this was not the season of high river, we found the floods already out, and we had to follow the edge of the desert for ten or twelve miles before finding a line by which it was possible to strike eastwards across the low lands towards the Shatt-al-Hindiyah. In one hollow, called A'aiwij, along the bank of which we rode for a mile or so after leaving the desert, a deep and powerful stream was flowing. As we advanced to the east, however, water ceased to be visible, and the land became high and dry. We halted in the middle of the day near the village of Hasan-bin-Haji Farhud, which stands in the centre of a large tract of country known as Ka'buri.

In the afternoon we turned and bore north-westwards for Karbala, fording one or two canals which were streaming from the Shatt-al-Hindiyah to the flooded trough that we had crossed in the morning. At Suleimanieh village, about 6 miles short of Karbala, we reached one end of the famous Sadd or embankment which extends westwards from this place to a distance of 6 kilom.; it runs in a slight curve, having the hollow side to the south. The embankment is continuous, but it is divided into three sections or lengths bearing separate names; these are, in order from east to west "Layih," "Faraihah," and "Karbala." There is another distinct embankment in rear of these sections, closer to Karbala town, which is styled the "Ihtiyat" or Emergency Dyke.

It is in connection with these Sadds, which in most countries would be maintained as public works, that Turkish subjects at Karbala are almost every year called on to pay "benevolences" in cash or labour, and that demands have sometimes been made upon British subjects, especially upon Afzal Khan aforesaid, who represents his relation Nawwab Muhammed Ali Khan of Lahore in the Panjab (India). The demands of the Turkish authorities seem to be increasing season by season, and in the present year the forced contributions will probably aggregate something over £T. 950. Perhaps the worst feature of the case is that the embankments frequently fail, notwithstanding the large sums spent on them, and then the crops are destroyed.

On the Layih section numerous workmen were busily employed under the supervision of Seyyid Mahmud Effendi, Bakh-al-Jamayah, a notable of Karbala who is in the confidence of the Turkish executive officials. He welcomed me warmly, and favoured me with a full explanation of what was being done. Work on the rest of the embankments had not yet begun. After riding the whole length of the embankments our party stopped for a short time at the "fort," or rather palace, of Afzal Khan in the outskirts of Karbala. Here I was given Afzal Khan's view of the case, and survey maps and legal papers were produced by him for my inspection.

In the evening Fuad Effendi, Seyyid Mahmud Effendi, Afzal Khan and his nephew, and the vice-consul met at my lodgings by appointment, and the question of the embankment was freely discussed in all its bearings. Owing to the refusal of Afzal Khan to contribute to the cost of the embankments this year, it is probable that a report on this case may become necessary; and, should this happen, I have now nearly all the information at hand which is required to make the circumstances intelligible.

December 17.—On Friday, the 17th December, I returned the visits of five* mujtehids who had called upon me, viz., the four mentioned under the 15th December above and Seyyid Muhammad Bakir ("Behbehani"), a Persian mujtehid and beneficiary under the Oudh Bequest, who came at another time, also the visits of several secular persons. The Behbehani's son, Seyyid Ahmad, poses as an international politician, and he assured me that a year or two ago his opinion was frequently consulted by His Britannic Majesty's Minister at Tehran, where he was then living. One of the houses at which I returned a call was that of Seyyid Hasan, Hakimzadah, where the owner had entertained Lord Curzon, then the Honourable G. N. Curzon, about twenty years ago; the fact is now a natural cause of pride to the old gentleman. I was, for want of time, unable to return several visits by respectable Indians, some of them retired officials, but the reason was known to them all.

On this day I also summoned and held a general meeting of all British subjects and others who had business with me, and received and disposed publicly of their queries and representations, which were numerous.

In the evening the greater part of the proceeds of the vacant Oudh Bequest allowance for part of November and the whole of December was openly distributed in charity by mujtehids Seyyid Muhammad Bakir ("Tabatabayi"), Seyyid Muhammad Bakir ("Behbehani"), and Maulvi Kalb-i-Bakir and Murteza Hussein (Indians), with whom I had placed it in commission; and the balance they kindly set at my disposal for the purpose of enabling several necessitous Shiah pilgrims† to return to their homes in India. The recipients of charity were mostly Indian paupers; but a few were decayed Persian gentlemen, who only made their appearance from a room upstairs, in which they had been hiding, after the common herd had dispersed. The distribution excited almost pathetic gratitude, prices at Kerbala being at the present time extraordinarily high; and I think it was understood by all concerned that the event was not to be regarded as constituting any precedent.

Journey from Karbala to Kufah (distance, 50 miles).

December 18.—At 3.40 A.M. on Saturday, the 18th December, Mr. Leachman, Agha Taki Khan, the vice-consul, and I left by carriage for Nejef; the journey occupied about twelve hours. Before daylight we passed through a sharp thunderstorm; the day was dull until the evening, and the landscape shrouded in a slight mist. The motion of the "arabanah" across the undulating surface of the desert was in some places very trying; one of the party was made sick and two of the other three very uncomfortable. We passed hundreds of pilgrims by the way, nearly all hurrying back from Nejef to Karbala to be in time for the Arafah and Id-al-Adhha.

Arriving at Nejef we immediately called on the Turkish kaimakam in the baladiyah or municipal buildings, and were well received; the position of this officer, who as already remarked, receives his orders from the Mutessarif of Karbala, is nominally the same as that of a deputy-commissioner in India.

We travelled from Nejef to Kufah, where a house had been prepared for us, by a horse-tramway‡ recently constructed between the two places by a Turkish company. There are already three tramcars, and four more are being set up in a workshop at Kufah, which is the river port of Nejef upon the Shatt-al-Hindiyah. The line, which is single, is well graded; and between the termini there are two places where cars going in opposite directions can cross each other. Fifteen days before our arrival, a tram had been held up in the desert by robbers, not Bedouins, who obliged all the passengers to surrender their portable property; and six days later another attempt

* The other five recipients under the Oudh bequest did not call on me.

† Four persons were subsequently repatriated by means of this sum of 110 rupees.

‡ I am informed that the principal director of the company, a wealthy Arab merchant named Abdul Rahman of Bagdad, obtained the concession for the tramway as compensation for a more important one which was recalled when the extension of the Anatolian railway to the Persian Gulf was approved. This, however, is not certain. I now learn that an order for a steam locomotive to replace the horses on the tramway has been placed with a British firm in Bagdad.

was made on a car, but this time the thieves were beaten off, after some firing, by dhabitiyahs (gendarmes), who where on board.

We reached our quarters at Kufah, which were on the river bank, and belonged to Haji Muhammad Sadik (Kirmani), a well-to-do Persian merchant, just as it was growing dark. The journey by car, though the distance is only 6 miles, generally takes more than an hour.

Halt at Kufah.

December 19.—On Sunday, the 19th December, we travelled by an early tram from Kufah to Nejef. On arrival at Nejef we again went to see the kaimakam, this time at the Sarai, as our visit to him on the previous day had been somewhat hurried. The municipality of Nejef wish to provide the town with a water-supply by erecting a force-pump on the river at Kufah, and laying a pipe-line from that place. This project* was naturally a leading topic of conversation, and I pointed out to the kaimakam and to the president of the municipal council, that much expensive levelling would be saved if they could arrange to lay the pipe along the existing tram line.

As I had not been at Nejef before, I went next with my friends to see (from outside) the celebrated shrine of "Ali"; and we afterwards obtained a fine general view of the town from a high mound overtopping it, just without the Bab-el-Birkah.

Returning inside the walls, I visited a Madrasah or theological seminary, directed by Seyyid Muhammad Kazim (Tabatabayi†), the most eminent mujtehid of Nejef, whose influence and position in Irak are almost unrivalled at the present day, unless by those of Seyyid Muhammad Ismail (Sadr) of Karbala). I was taken round the Madrasah, which it a well-built and not inelegant structure, with very deep sardabs‡ (cellars), and a carefully tended garden. It is said that the building cost £ T. 12,000, which I can well believe, and that most of the money was remitted to Seyyid Muhammad Kazim by disciples at Bukhara and other places in Central Asia.

It is not usual for the resident in Turkish Arabia to make the first call on anyone except high Turkish officials and the consuls of foreign Powers; but, finding myself close to the tabatabayi's house, while my own lodgings were several miles off, I thought I might venture on making an exception to this rule. Seyyid Kazim, though taken by surprise, received me with hardly a moment's delay; and, though the deference paid to him by all the Muhammedans present was rather overpowering, the interview passed off agreeably enough. His manner was stiff in the beginning, but relaxed somewhat as the conversation proceeded, and he discussed Oudh bequest affairs with considerable animation.

In the afternoon, after we had returned to Kufah, the Kaimakam of Nejef came over from Nejef by tram and returned my previous call. I then received Kalb-i-Mahdi, an Indian mujtehid of Najaf and a recipient under the Oudh bequest, who had been waiting at Kufah all day to see me. He is a son of Kalb-i-Bakir, the Indian mujtehid of Karbala. None of the other Nejef mujtehids called, and I was informed, whether truly or falsely, that they were all absent from home. It was afterwards ascertained that one or two of them had actually gone to Karbala for the Id-al-Adhha before my arrival at Najaf.

Even in this out-of-the-way corner of the world, hardly ever visited by Europeans, a trade in spurious antiquities exists. Agha Taki Khan was deluded into buying some of these at Nejef—a clay idol supposed to be from the ruins of Babylon, and other articles.

December 20.—On the 20th December (Monday) we took boat about 9·30 A.M. and drifted down the Shatt-al-Hindiyah, shooting some black partridges by the way, to Abu Sikhair, which we reached about 3 in the afternoon. Abu Sikhair§ is a clean place, with good buildings and a small mosque. It was created by the late Dairat-as-Sanivah (Civil List Department), one of whose important stations and agricultural

* The council were at the time already in treaty with a British firm at Bagdad for the construction of these water works, and I am informed that the negotiations are proceeding satisfactorily.

† The Tabatabayi is one of those who have refused to participate in the benefits of the Oudh bequest. During the recent upheavals in Persia he has consistently refused to mix himself up with politics, saying that he does not understand such matters and must decline to give advice which might render him morally accountable for the shedding of blood. His backwardness in this respect has been turned to account by Mulla Kazim (Khurasani), one of the most considerable among the other Mujtehids of Nejef and a beneficiary under the Oudh bequest, to declare himself a Constitutionalist and so attract to himself an influential political following.

‡ The sardabs of Nejef are very deep. The stair leading to one in the house of a Persian merchant whom I visited had 40 steps, and I was told that some of the sardab stairs in the town have 100 steps.

§ For Abu Sikhair and Ja'arah (which follows) see P. G. Gaz. Geogr., pp. 724 and 867.

centres it formed. We found some Hindiyah Redifs (reservists) here under training; they were infantry, as are all the redifs of the Bagdad Army Corps, but we also observed a field gun on the parade ground. The Mutessarif of the Diwaniyah Sanjak happened at the moment to be visiting Abu Sikhair on duty, and we were received by him and the redif commandant in an upper chamber. The mutessarif is Tahir Beg, a Turk of agreeable manners, he was formerly in charge of Karbala. I was able here to obtain a view of some of the old Dairat-as-Sanivah agricultural surveys; the same impenetrable mystery no longer attaches to them which was maintained in 1905.

From Abu Sikhair our boat carried us to Ja'arah, a large village about a mile down-stream, where we paid it off. Our horses met us, and we cantered back to Kufah across the desert.

The distance travelled on this day was about 13 miles by water and 7 by land; and the country through which we passed was the best wooded, and seemingly the most fertile, that I have met with in Turkish Irak.

At Kufah we parted from Muhammad Hassan, vice-consul at Karbala, who returned from here to his head-quarters.

Journey from Kufah to Hillah (distance, 36 miles).

December 21.—We left Kufah in a kiad (a particular kind of boat used on this part of the Shatt-al-Hindiyah) about 4 A.M. on the 21st December, and by dint of towing and poling reached Kifl about 1 P.M. Here we inspected the supposed tomb of the prophet Ezekiel, and the curious poverty-stricken Jewish colony which exists under its shadow.

We left Kifl again about 2, and, still travelling by boat, landed near the Babylonian ruin of Birs at sunset. Beyond Kifl we passed the heads of several canals, all of which, we were informed, water the estates of the great Jewish land-holder, Mamhin‖ Salih Daniel Effendi. As we approached Birs, over the watery waste which at present reaches almost to the foot of it from the bank of the Hindiyah proper, we could see reclamation works in progress upon Mr. Daniel's land. An engineer had pitched his tent at one place, and a truck line was in use for the more rapid building of the embankments.

At Birs we were not met by anyone, as we had expected to be; presently it grew quite dark; and for after the better part of an hour we were confronted with the prospect of having first to find a guide in an apparently uninhabited country, and then to walk 10 miles to Hillah, leaving our baggage behind. At last, however, our shouts were answered, and about a dozen dhabitiyahs (gendarmes), mounted on mules, came up, whom the Kaim-Makam of Hillah had sent with transport animals to bring us in. When we reached Hillah we found that our horses, which had been sent by land by a road reputed almost impassable on account of floods, had arrived before us without encountering any difficulty. We alighted at a house belonging to Mr. M. S. Daniel, where Europeans visiting Hillah are generally accommodated, and were entertained there during our stay at Hillah by the proprietor's younger son, Ezra Effendi.

Halt at Hillah.

December 22.—On the morning of Wednesday, the 22nd December, we went with Mr. Rifaat Chaduji, a Mahommedan of Bagdad, formerly president of the municipal council of that city, and still a member of the vali's administrative council, to see an oil motor pump which he had set up to irrigate his date plantations near Hillah, and with which he is extremely well satisfied. The engine proved to be a 28-h.p. machine, by Allan Brothers of Aberdeen, whose agent at Bagdad is Mahmud Shalandar.† Mr. Chaduji informed me that there were about eight other proprietors in Hillah whose estates were large enough for the profitable employment of motor pumps.

We then proceeded to Babylon, where M. Bedensue [?], one of the engineers of the German Archæological Mission, showed us over the principal excavations. Dr. Koldewey, the head of the mission, who kindly entertained me here in 1905, was ill and could not appear; he has not been visible to strangers for a considerable time, but he is now recovering.

* See Summary, December to January 1909–10, VIII, 1.

† One of the two leaders in a recent agitation at Bagdad against a concession for navigation which it was supposed that the Turkish Government were about to grant to Messrs. Lynch. See my letter No. 97/4 dated January 31, 1910.

On returning to Hillah, after a luncheon at which the kaïmakam (Nadah Beg) was present, and after returning the visit of the official, I was taken to see the school of the "Alliance Israélite Universelle." There appeared to be about 150 pupils, and the instruction given seemed thorough. English had only lately been introduced as a subject in the school—I think two months before my visit—but already some of the boys could read simple exercises.* About thirty scholars wore uniforms; they were charity boys, whose whole expenses are paid by Mr. M. S. Daniel and members of his family. The lads gave an exhibition of singing, and the first thing sung was "God Save the King," in English. No one knew until the day before that I would visit the school.

My host held a reception in the evening, which a number of respectable persons, including the chief officials, municipal councillors, &c., of Hillah attended, but which was also invaded by a most offensive Shiah ecclesiastic. This sanctified boor, who for a time monopolised the conversation, was Seyyid Muhammad (Kazvin), younger son of Seyyid Mehdi, the famous preacher who converted most of the Arab tribes round Hillah from Sunnism to Shiism about a generation ago. Seyyid Muhammad is not a man of any real ability, and it is probable that he will soon be eclipsed in popular estimation by a nephew named Seyyid Muhammad Ali; but at present he passes for head of the family, and even the local Turkish officials,† as I had an opportunity of observing, must submit to his insults and swallow their mortification.

After the reception the kaïmakam, the commandant of gendarmerie (a gigantic Kurd), and Mr. Nihinah (the head master of the Jewish school) remained to dinner, by invitation of Ezra Effendi.

Journey from Hillah to Musaiyib (about 25 miles).

December 23.—On the 23rd December (Thursday) we made our way from Hillah to the Hindiyah Barrage, and thence to Musaiyib by land.

On the way to the barrage we followed roughly the line of the old (or Hillah) branch of the Euphrates. We crossed it twice, and at the second place we found it totally dry, the explanation being that the Hindiyah Barrage, after being put in order by Sir William Willcocks' engineers, had again given way on the morning of the 12th December. This accident threw out of work about 100 water-lifts worked by animals which had only just been brought into use.

Several miles short of the barrage we halted at Mahannawiyah, a country house on the left bank of the old Euphrates belonging to Mr. M. S. Daniel. Much of the land in this neighbourhood, as between Hillah and Kifl, is occupied by Mr. Daniel on lease from the Turkish Government; and we were informed that the total area of his holdings was about 2,000 faddans. Such an area, if I am not mistaken, would exceed 80,000 acres; the statement is therefore probably, even if the greater part of the land be uncultivated, one of those extraordinary exaggerations which pass current so easily in this country.

M. Cugnin, a French engineer who was employed by the Turkish Government before the engagement of Sir William Willcocks, is now in charge of the barrage under the orders of the latter. M. Cugnin was good enough to show us the works. The gap‡ in the centre of the barrage, which existed at my last visit in 1905, was closed some time ago; and the part which has now given way is the wing, about 30 metres long, which immediately abutted on the left bank of the river. In all probability this part has not subsided *in situ*, but been swept bodily into a chasm, 70 feet deep, that the river has eaten out on the lower side of the barrage; up to the time of my visit, however, soundings had not been taken on account of the frightful rapidity of the current in the breach. M. Cugnin was already preparing to drop an obstacle into the new gap; the method of carrying out which operation adopted by Sir William Willcocks is most ingenious. The obstacle is first erected in the form of a great pillar standing upon a specially prepared base at one end of the gap. The base contains on the side next the gap a charge of gunpowder which is afterwards used to make the pillar fall in the required direction. The pillar itself is not one solid piece, but consists of cubic masses of brick and Portland cement, each 3 metres square in horizontal section by 2 metres high, superimposed one upon another. These blocks are separated from one

* I have since asked the permission of the Alliance Committee to give a prize to the best English scholar in the Hillah School at the end of the next term.

† All, or nearly all, of these officials are Sunnis.

‡ See P. G. Gaz. Geogr., p. 719.

another by layers of sand, but through the core of the whole pillar there passes a strong iron chain, with a foot and a-half of slack between each pair of blocks, to keep the whole together. When the mine is sprung the pillar topples over into the gap and sinks to the bottom, where the loose chain between block and block enables it to adapt itself to inequalities of level like a string of beads.*

We reached Musaiyib at nightfall.

Journey from Musaiyib to Bagdad (distance, 41 miles).

December 24.—On Friday, the 24th December, we returned to Bagdad from Musaiyib in an arabanah. On that day some tribal fighting† took place near Mahmudiyah, through which place we passed; but we were not aware of it, and our journey was without incident.

The distance covered on the whole tour was about 260 miles, viz., about 220 miles by land and 40 miles by water.

GENERAL REMARKS.

Turkish official feeling towards Great Britain.—On this tour the attitude of the Turkish officials towards me, as representing the British Government, was everywhere friendly in a noticeable degree, nor was it only at formal interviews that this spirit appeared.

The Kaïmakam of Nejef, on my asking him to give British (Indian) subjects at Nejef the countenance of which they might occasionally stand in need, replied enthusiastically that Turkey owed much to Britain for her political support during recent changes, and that he felt it incumbent on him, as an individual Turk, to do what little he could by way of return. The same man came 6 miles of an evening to return my call, which I had not expected of him, and which entailed his remaining for a night at Kufah.

The commissioner of police at Nejef openly begged me to assist him in obtaining a transfer to Bagdad—a procedure which five years ago would probably have exposed him to punishment or dismissal.†

The Kaïmakam of Hillah, whom I had never seen, on my telegraphing from Kufah to ask him whether he could arrange for accommodation for me at Hillah replied with an invitation to me to stay at his own house, which I evaded on the plea that I could not give him so much trouble. When I visited him in his office he was amused to hear that in January 1905 I had had an unpleasant interview with one of his predecessors in that very room, and had been obliged to return to Bagdad under a Dhahitiyah guard, my motives for travelling in that country having appeared suspicious to the absolute government of that day. The kaïmakam then launched out into a disquisition upon the traditional friendship between Britain and Turkey, their joint campaign against Napoleon in Egypt, the Crimean war, &c. I responded as well as I could, avoiding reference to Egypt, the name of which it seemed to me strange that he should introduce.

The Towns of Karbala and Nejef.—Karbala and Nejef are described as fanatical places, and so doubtless they are, but their fanaticism is sometimes only latent. Neither Mr. Leachman nor myself observed the slightest sign of antipathy to Europeans in either town. At the Nejef tramway station we were once surrounded by a gaping crowd while waiting for a car, but the people, mostly youths, were perfectly well-disposed and seemed actuated by curiosity only. The sour looks even, with which one is accustomed to meet in some Mahommedan places, were not seen here; we did not encounter them even in the immediate neighbourhood of the shrines.

The Mujtehids of Karbala and Nejef.—I was disappointed in the mujtehids of Karbala and Nejef, of whom I previously heard so much. None of those whom I met, with the possible exception of Seyyed Mohammad Kazim, of Nejef, appeared from their conversation to possess any unusual moral force or mental ability. Several of the most important mujtehids, however, were among those, whom I did not see. The term "mujtehids resident at Karbala and Nejef," a famous phrase in connection with

* The pillar which I saw in preparation was afterwards successfully capsized, when it had reached a height of 50 feet, and raised the level of the river above the barrage by about 1 foot; but this was not enough to make the Hillah branch flow again. Another pillow was then commenced.

† See Summary, December to January 1909–10, II, 2.

‡ I have thought it better, however, not to interfere in the matter.

the Oudh bequest, means nothing more, as I now for the first time clearly realise, than does the analogous term "Doctors of Divinity resident at Edinburgh and Glasgow." Ijtihad is evidently no more a guarantee of intellectual distinction or personal merit than is possession of the degree of "D.D." In fact it is less so, for it is conferred by public acclamation, as it were instead of by a constituted authority; and its existence is consequently always a matter of opinion and sometimes a matter of doubt.

Indian Shiah Pilgrims to the Shrines of Turkish Irak.—There seems to be no doubt that the experiences of the bulk of Indian Shiah pilgrims to this country, nearly all of them poor people, are hard and even painful. They are timid and do not know any of the local languages, and the result is that they are browbeaten and robbed at every turn.

I have described above* the excellent arrangements made at Karbala by the prosperous Borah community for the protection of pilgrims belonging to their own sect, and it ought to be considered whether something cannot not be done to help the much greater number who are not Borahs. The object is clearly one on which the Government of India would not be justified in spending public money; but a small annual sum, if it were guaranteed for a time in advance, would enable the resident to do a great deal for the pilgrims, and such might be forthcoming if the want were made known to charitable Shiahs and Shiah associations in India. Special guides and conductors to take charge of the pilgrims while travelling here are the first necessity.

I have made some simple registration arrangements at Bagdad, without expense to Government, for the purpose of ascertaining the numbers of the Indian pilgrims, their customary movements during their stay in the country, and the average sums of money which they spend between their landing at Bagdad and their embarking there again. (At present all the Indian pilgrims, without exception, pass through Bagdad.) To set to work without this† information would be to set to work in the dark, for at present we are not in a position even to guess how many thousands of Indian pilgrims enter and leave this country each season.

Pauper Indians resident in Turkish Irak.—Another subject deserving of attention is the existence of Indian pauper colonies at various centres in Irak, especially Karbala. These colonies consist chiefly of aged or infirm persons who have come to the sacred land for the express purpose of dying there, of the widows and orphans of such and of others, and of pilgrims, sometimes able-bodied men, but unqualified to earn a livelihood here, whom want of means prevents from returning to India. I can myself bear witness to the pitiable appearance of the Indian paupers of Karbala, whose number is said to be about 400, and it is felt by their less unfortunate countrymen—and I must add by any British official who may see them—to be a discredit to India as a country.

With the aged‡ or infirm who only come to die, it would not, perhaps, be expedient in any way to interfere; but arrangements might possibly be made in India to secure that no other sort of pilgrim leaves Bombay or Kurrachee for Bussorah unless he possesses the wherewithal to pay for his return as well as for his outward journey. The amount necessary to bring him home again might, moreover, be remitted for him by Government agency to the British resident at Bagdad to remain there in deposit till the time of his departure from Irak. After a season's experience I may possibly be in a position to make one or two simple suggestions in regard to these matters. Meanwhile, the composition of the Indian pauper colony at Karbala is being investigated.

It seems to me that, so far as we properly can, we should discourage poor§ Indians from settling down in this country. The end of many of such settlers is miserable, and the rest produce children and grandchildren who are Arabs in all but name, yet think themselves entitled to the benefits of British nationality, such as consular protection, exemption from the Ottoman military service, &c.

Vice-Consul Muhammed Hasan (Muhsin).—I have had a good opportunity on this tour of forming an opinion of the capacity and character of Muhammed Hasan (Muhsin), the British vice-consul at Karbala. By descent he is an Afghan of Peshawar, but

* Under date of December 15.

† Such information as exists on this subject will be found in P. G. Gaz. Geogr., p. 879.

‡ In connection with the aged and infirm, the Oudh bequest, before it was made made over to the Mujtehids, once served a beneficent purpose.

§ From P. G. Gaz. Geogr., p. 880, it will be seen that there are something like 3,000 Indians settled in this country, and my present impression is that only a very small proportion of these can be called anything but poor.

in all other respects he is a town-bred Persian. He is intelligent, quick, and witty, and his reports (which he writes in English) are models of clearness and comprehensiveness. This is fortunate, for the Resident cannot often visit Karbala. Muhammed Hasan's social qualifications are good, and they enable him to make himself agreeable to his company, and so to collect much useful information. Of such faults as the vice-consul may possess, except that he is of sedentary habits, I prefer not to speak until I have known him longer.

Difficulty of obtaining Reliable Information in this Country and Ignorance of Local Turkish Officials.

The want of judgment and credulousness displayed by natives of India in matters of news and information are often great, but amongst the inhabitants of this (in some respects) more advanced country the same defects appear in an even greater degree. News here seems to spread more slowly than in India and in equally distorted forms. The Turkish officials also do not travel, and they seldom seem to know anything about places away from their head-quarters. We had some instances of these facts on tour. The Mudir of Kufah was unable to give us, or get for us, any reliable information about our journey from Kufah to Hillah, only 35 miles distant. This was not for want of effort, for he summoned clerks, orderlies, gendarmes, boatmen, &c., and examined them at wearisome length in our presence; but the results were so conflicting that it was difficult to form any opinion as to the facts. Finally, it was decided that we could reach Kifl from Kufah by boat in five hours—the boatmen from the river themselves said so, and they know what an hour is—and that it would be impossible to send our horses by land to Hillah on account of floods. The facts proved to be the exact reverse. The boat journey to Kifl took nine hours, though the river was an average one and there was no wind against us; and the horses, which I placed in charge of my kawwas dafa'dar with strict orders to get them through if possible, left Kufah after we did and reached Hillah before us without any difficulty. It was the same in regard to the accident at the Hindiyah barrage, which I first heard of at Musaiyib on the 14th December. I continued to enquire about it wherever I went, but it was not until the 23rd December, when I saw the barrage with my own eyes, that I understood the nature either of the damage or the steps that were being taken to repair it. In India a tahsildar—the counterpart of a Turkish mudir—would probably have possessed exact knowledge of the state of his communications, or at the least he would have been able to procure it at very short notice; and in India all details about the failure of an important irrigation work like the Hindiyah barrage and the prospects of its restoration would have been bruited about the country in a very brief space of time.

Deficiency of reliable information must be an important military factor in this country so long as the people continue in their present state. I cannot help thinking that it has a good deal to do with the frequent ill-success of Turkish expeditions against Arab tribes, and that it may also account for the effective coups which they sometimes bring off.

J. G. LORIMER, *Officiating Political Resident in Turkish Arabia, and His Britannic Majesty's Consul-General, Bagdad.*

Bagdad, February 6, 1910.

[8743] No. 80.

Sir G. Lowther to Sir Edward Grey.—(Received March 14.)

(No. 143.)

Sir, *Constantinople, March 9, 1910.*

WITH reference to my despatch No. 17 of the 7th January last, I have the honour to report that, according to the last information obtained by the commercial attaché to this embassy concerning the Samsun-Sivas Railway scheme, it is the intention of the Ministry of Public Works to send several engineers to Samsun towards the end of the present month, who will make careful surveys of the whole line. It appears that the two engineers who went last November to make surveys, on behalf of the Régie Générale des Chemins de Fer, did not do the work thoroughly, and Mr. Weakley learnt from the two deputies for Sivas that they were not at all satisfied

with what had been done, and were therefore anxious to see the surveys carried out by the Ministry of Public Works.

I have, &c.
GERARD LOWTHER.

[8798] No. 81.

Director of Military Operations to Foreign Office.—(Received March 14.)

THE Director of Military Operations presents his compliments to the Under-Secretary of State for Foreign Affairs, and begs to forward, for his information, a copy of a report and map* by Captain A. B. Eckford, 39th (P.W.O.) Central India Horse, of a journey recently made by him in the Yemen. Attention is drawn to remarks on p. 140.

2. Major-General Ewart would be glad if the report and map in question could be returned at as early a date as possible.

War Office, March 11, 1910.

Enclosure in No. 81.

Report by Captain Eckford respecting Journey in the Yemen.

1. *The Proposed Railway.*

IT is proposed to construct a harbour at Ras Ketlib, 10 to 12 miles north of Hodeidah, as Hodeidah itself is not suitable for a commercial port, vessels of 1,000 tons having to anchor about 3 miles out from the shore, and goods and passengers have to be landed by sambuk.

This new harbour, where presumably another town will eventually arise, is to be joined to Sanaa by a single line of railway, which will also probably be continued to Amran, due north of Sanaa. Amran is the farthest point in this direction garrisoned by Turkish troops. Farther to the north the Imam† of Sanaa's head-quarters are situated, and he is still in revolt against the Turkish Government. The railway from Sanaa to Amran is therefore probably for strategic purposes. If Hodeidah is not completely given up, it too would probably be linked up with the new harbour. No harbour and town at present exists towards Ras Ketlib. In talking of the railway, I shall refer to it as the Hodeidah–Sanaa line. The actual route at present contemplated is as follows: Hodeidah, Bagel, Malaan, Behah, Obal—then along the Wadi Sanfur (Saham ?)‡ to Sanaa. The section from Hodeidah to Obal is easy and flat. After entering the mountain region shortly after Bajel the valleys are flat, and the hills rise abruptly, so that there is but a very gradual and slight rise between the coast and Obal. After Obal the construction of the line gets more difficult when traversing the valley of the Wadi Sanfur‡ (Saham ?), but this section I have not seen.

The railway survey is being made by the well-known Italian engineers M. de Yolini and M. Fini, the same engineers who constructed the French railway in Cochin China.

The Bank Rouvier of Paris is the chief financial force behind them. Mr. Marinitsch, an Austrian (but British subject), has been deputed by the Turkish Government to watch their interests. The surveys of the railway are being made from two directions, one party working from Sanaa and the other from Hodeidah. In all about fifteen men are at work. If there are no difficulties—diplomatic or otherwise—they expect to complete the railway in five years. At present the negotiations for the concession with the Turkish Government have not got beyond that for the survey only. The company is at present quite unformed, and the English Embassy at Constantinople is keeping close touch with the situation.

2. *Government and Military Forces in the Yemen.*

The present Vali of the Yemen is Hassan Tahsim§ Pasha, and the General-in-chief, Saïd Pasha. The vali is likely to leave shortly, it is given out, on account of

* Not printed.
† Seyyid-bin-Yahia.
‡ In Monzoni's map the upper part of the Wadi Sanfur is called the Wadi Saham.
§ In the evening papers of the 3rd January it is announced the vali has been assassinated.

ill-health, but it is known that he and Saïd Pasha do not get on together. Generally speaking, the smaller officials, such as kaïmakams, &c., are the same as under the old régime and the government of the country conducted on much the same lines. The mass of the Arabs detest the Turks, though, when paid to do so, they will serve them willingly enough as zaptiehs and askari. It has also been lately announced in the press that the Government intend to conscript all the young men amongst the Arabs. Constant small fights go on between the Turkish military posts and different sections of tribes over the collection of taxes.

At present the total Turkish forces in the Yemen are 35,000, and the greater part of these are concentrated between Menakha and Sanaa, at Sanaa itself, and between Sanaa and Amran. I noticed at Sanaa in the artillery barracks two batteries of Krupp field guns. While I was at Hodeidah an officer brought and landed there twenty more guns from Salonica, and on the road to Sanaa I passed two field guns (taken to pieces and packed on camels), being taken up to that place.

The Turkish Government have ordered twenty armed sambuks to patrol the Yemen coast north of Hodeidah, to stop the illicit gun-running and traffic in arms to the imam. All these are signs that they intend to strengthen their position. Possibly they expect increased difficulties with the Arabs when the railway is actually commenced.

The chief inhabitants of Sanaa and all rich Arab traders are in favour of the railway, as by increase of trade and greater value of house property their wealth will become greater. The wilder tribes may give some trouble, as the railway will ruin the camel caravan trade. The Turkish troops in the Yemen seemed happy and contented. They are armed with the German 318 magazine rifle, and cartridges are carried in two bandoliers, one round the waist and one over the shoulder. The arms were very well kept, but their uniforms were often almost completely worn out. One thousand five hundred of the Constantinople palace troops who fought against the Committee of Union and Progress were sent to the Yemen at the beginning of this year with orders that they were to be strictly disciplined. They were distributed amongst the various posts and garrisons.

3. *The Inhabitants of the Yemen.*

The Arab deputy for the Yemen in the National Assembly at Constantinople is Seyyid Ahmed-bin-Yahia, Chérif de Colan. He stated that the people of the Yemen were descended from Sem; that the Arabs and Jews were of identically the same race and origin, and had only become slightly different in characteristics and appearance from difference of religion. The chief Mussulman sects are those of the Zeydi, Dnodi, and Shafya, the followers of the imam being chiefly of the latter. Everywhere are large numbers of Jews, and the Arabs borrow largely from them. They are also much employed as silversmiths and bootmakers, and in the most menial positions. Throughout the villages there are a lot of people who show negro or negro strains, being descendants of slaves. He did not refer to any political subjects.

4. *The Road as a Military Line of Advance.*

In 1903 and 1904 the Yemen was in active revolt, and Sanaa, after a seven months' siege, was taken from the Turks by the imam.

Shortly afterwards Ahmed Fezi, the Vali of the Yemen at that time, brought up reinforcements from Hodeidah, and in eight days from Hajela, after two days' fighting outside Sanaa, expelled the Arabs from the town. The imam and his forces retired to the north of Amran. M. Caproti, an Italian, resident over twenty years in Sanaa and intimately acquainted with the imam, stated that the latter's cause was under present circumstances hopeless, as the Turkish forces were far too strong.

With regard to the movement of troops between Hodeidah and Sanaa, it is perfectly possible to take field artillery and light wheeled transport as far as Hajela. Between Hajela and Sanaa the road with a little improvement would take light wheeled transport, but the passage of heavy vehicles and guns would at all times be difficult owing to the very steep gradients and sharp curves. At present only pack animals, hill camels, or mules could be used. It is in this way the Turks have brought their field artillery up to Sanaa, where they have remounted it.

The whole road between Hajela and Sanaa is carefully guarded. At 10-mile intervals military posts of 50 to 200 men under an officer have been established in strongly situated karakols. These are generally old Arab "burjs" (towers) repaired and adapted, and the larger ones connected by telegraph with each other and with Sanaa and Hodeidah. (For telegraph stations see road report.) Between the karakols sentry posts of two or three men are posted. With each post is a trumpeter, and they

signal to each other by a code of trumpet calls. I saw no flag-signalling, though it would have been very useful.

The whole country between Hajela and Jebel Assir, which bounds the Sanaa plateau to the west of Sanaa, is extremely mountainous, wild, and difficult. Many very strong points of resistance exist to oppose a force advancing on Sanaa from Hodeidah. It will have been noted that Ahmed Fezi took only eight days to march from Hajela till he entered Sanaa, but he encountered only a feeble resistance, and several of the strongest points on the road, such as Menakha, were holding out for the Turkish Government.

Any number of Arab irregulars could probably be recruited at small pay by an invading Power for employment against the Turks, and would prove valuable, as they are fine mountaineers and often good fighters, and thoroughly detest the Turk.

5. *English Prestige and Influence in the Yemen.*

My stay was so short and my knowledge of the Arabs so slight that I can only quote, on this point, the opinions of resident Italian and Greek merchants, which, being those of men living in the country, may be of interest.

They said that English influence in the Yemen had quite lately begun to lessen, and they attributed it to the following:—

1. The retirement of the Aden troops from Dhala, which amongst the Arabs is put down to fear.

2. The disappointment caused amongst Arab traders by the policy just adopted by the Indian Government at Aden.

3. The arrangement entered into with the Turkish Government to stop all travellers entering the Yemen from Aden.

4. The revolution in Turkey, which has to a certain extent put new energy into the Government in the Yemen, and caused those sections of the Arabs who hoped eventually that the country would pass under British protection to lose heart.

It is evident also that, unless the railway contains at least 50 per cent. British capital, British influence is likely to grow even less, if it is not actually supplanted by either French or Italian.

In past years it has been the hope of a great part of the inhabitants of the country that at some date England would assume the protection of the country. This now seems further off than ever.

Around Sanaa the Arabs were particularly well disposed towards Europeans, as distinguished from Turks. It seems that they are more fanatical towards the south and in the neighbourhood of Taiz, though the assassinations that took place round Dhala can be traced to particular causes. The German traveller Burckhardt, who had just been assassinated in the Yemen, had no political mission. He was merely an explorer interested in the Arabs and in archæology.

The country is particularly fertile and would well repay development. In one year two or three crops of durra are sometimes obtained from the same piece of land, and this without deep ploughing or manuring, and only the roughest irrigation. The hillsides everywhere are terraced at considerable labour for coffee cultivation.

Mineral wealth, such as lead, quicksilver, copper, porphyry, iron, &c., exists, but is not worked. Other and more valuable material would probably also be found.

The climate of Sanaa is good: cold and dry, with a bright sun.

Bibliography.—"El Yemen," by R. Monzoni (Italian).
Journals of Harris (English).
Travels of Glasser (German).

A. B. EOKFORD.

January 2, 1910.

The papers to-night contain the news that—

1. The Vali of the Yemen has been assassinated.

2. That Italy and Germany contemplate an expedition into the Yemen to punish the murderers of their subjects.

I would venture to make the following remarks with regard to above:—

(1.) This must be the work of revolutionaries, and the opinion of the Italian merchant M. Caproti, which I gave before, that there could be no successful general rising, is probably correct.

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(2.) M. Burckhardt and M. Benzoni, who were murdered, went entirely at their own risk, and knew perfectly well the danger they ran. It is very hard to hold the Turkish Government culpable, which a foreign expedition into the Yemen would almost imply. The only fault really of the Turks was that they did not stop them and send them to Hodeidah. The Turks also can be quite trusted to massacre every inhabitant and burn every village near the scene of the murder, even if they cannot make certain of catching the chief culprits.

It is greatly to be hoped that no foreign Power, unless it is England, be allowed to get a footing on any pretext in the Yemen.

A. B. E.

January 3, 1910.

[9211] No. 82.

Messrs. Gray, Dawes, and Co. to Foreign Office.—(*Received March* 16.)

23, *Great Winchester Street, London,*
March 10, 1910.

Sir,

WITH reference to the negotiations which we understand are in progress with the Turkish Government for the fusion of the British Steamship Company on the Tigris with the steamers of the Turkish Government, we have the honour to state, on behalf of the British commercial interests in Turkish Arabia and the Persian Gulf, which we represent, that in our opinion this fusion would benefit British and Indian trade with these regions, would provide for the development of this trade, and would prevent the present line of Turkish steamers from falling into hands which might not be friendly to British trade. We have received assurances from the British company, who, we understand, are to be the principal British shareholders, that the convention for bringing about the fusion contains provisions safeguarding shippers from any preferential treatment being meted out to individual shippers or firms, and also fixes a maximum tariff assuring reasonable charges for river transport.

We have, &c.
GRAY, DAWES, AND CO.

[Signed also on behalf of the Anglo-Persian Oil Company (Limited), the Imperial Bank of Persia, Messrs. T. S. Blockey and Co., the British India Steam Navigation Company (Limited), Messrs. Frank C. Strick and Co. (Limited), Messrs. David Sassoon and Co. (Limited), the Bucknall Steamship Lines (Limited), and the Bussorah Trading Company (Limited).]

[9638] No. 83.

Sir G. Lowther to Sir Edward Grey.—(*Received March* 21.)

(No. 154.)

Sir,

Constantinople, March 15, 1910.

I HAVE the honour to reply to your despatch No. 57 of the 3rd instant, in which you request my observations upon a complaint which has been addressed to you by a certain Philippe el Khazan, concerning alleged encroachments by the Turkish Government on the autonomous administration of the Lebanon.

In addition to my despatch No. 1 of the 1st January, 1909, of which you make mention, I have the honour to recall to your notice my despatches Nos. 544, 646, and 893 of the 5th September, 9th October, and 29th December, 1908, respectively, also to my despatch No. 137 of the 8th instant.

In this last despatch I informed you of the principle which had guided myself and my French colleague in dealing with the various points which had been submitted for our consideration by our consuls-general, namely, that laws duly passed by the constitutional machinery of the Empire should be regarded as applicable to the Lebanon unless they should prove at variance with the provisions of the "reglement." The "reglement," indeed, does not appear to confer on the Lebanon any right of legislation; it merely provides for administrative and judicial autonomy. I have not received either from His Majesty's consul-general or from any other source any indication of an attempt by the Turkish Government to violate this autonomy. Mr. Philippe el Khazen

is incorrect in asserting that an attempt was made to induce the Lebanese to send representatives to the Ottoman Parliament. As I reported to you at the time, the first feeling of the inhabitants of the Lebanon themselves was to elect representatives to send to Constantinople, but they subsequently revoked their decision.

With regard to the closing of the Lebanon ports, it must be remarked that these ports have never yet been opened. Representations have been made on this subject, and the result is still doubtful, though it seems likely that the Government will oppose the opening, as the step would tend greatly to the disadvantage of Beirout and the important interests vested there. It is a matter which my colleagues studiously avoid dealing with.

With regard to the question of military service, while it is true that the old recruiting law (of 1886) states that "sont totalement exempts (from conscription) les Libanais, les Samiens, &c., en vertu des régimes privilégiés accordés à ces provinces," yet I am unable to discover that the "règlement" itself anywhere verifies the exemption. I am, however, enquiring from Mr. Cumberbatch exactly how the matter stands, and how far Mr. El Khazan's complaint on this point is justified.

Certainly his demand that the Lebanese shall be allowed to choose laws which suit their internal administration exceeds the limits of both justice, moderation, and the spirit of the "règlement."

I have, &c.
GERARD LOWTHER.

[9639] No. 84.

Sir G. Lowther to Sir Edward Grey.—(Received March 21.)

(No. 155.)

Sir, *Constantinople, March 15, 1910*

IN conversation to-day with the Grand Vizier I said that I understood that the Chester scheme had now been approved by the Ministry of Public Works, and asked whether it was likely to meet with the sanction of the Cabinet, for, as his Highness knew, we were considerably interested in the matter, and I again reminded his Highness that I had last summer received from his predecessor a statement to the effect that the D'Arcy proposal would be favourably considered by the Ottoman Government, on the understanding that certain wells would be reserved for the Ottoman Government.

His Highness replied that the Chester scheme was not one that could be lightly accepted; it was of a very complicated nature, and it was essential that the concession, if granted, should carry with it the obligation to work the mines and the oil-fields on the route. It was stated that the Standard Oil Company was backing the enterprise, and it was absolutely necessary that before it was undertaken they should know whether that company supported the scheme with a view to working the oil-fields or with a view to excluding them from competition. He thought that the proposition of the railway to have its outlet to the Mediterranean at Suedia would be one that would hardly be overcome with the Bagdad Railway Company. An exit at Yumurtálik might be possible.

I pointed out to his Highness that there would be the advantages of an immediate profit to the Ottoman Government in accepting the D'Arcy scheme, as had been practically decided by the Council of Ministers in June last (see my telegram No. 212 of the 20th June, 1909). But his Highness declined to commit himself, merely remarking that the scheme must be submitted to further very careful study and would certainly have to be submitted to Parliament.

I gathered the impression that his Highness did not at present view the scheme with great favour, but I am unable to say what the opinion of the other members of the Cabinet and of the Committee of Union and Progress may be on the subject. The details of the scheme have of course not yet been made public, although the "Yeni Gazeta" yesterday published what purported to be the main features. If its statements are correct, the concessionnaires would obtain not only the most extensive rights of railway construction in Anatolia, but also vast privileges of an exclusive nature for the development of mines and quarries and the use of water power. In its comments the paper urges the need for careful deliberation and thought before any decision is arrived at. It further states that the concessionnaire only asks at present for permission to undertake surveys and exploration for fourteen months, during which time no concession shall be granted by the Government which would infringe on any

which the company are now proposing to obtain. There are two special points on which the concessionnaires would meet with considerable difficulties, namely, they would be forced to come to an arrangement with private owners of mines with a view to acquiring their rights, and with the Anatolian Railway Company for the right to cross their line.

It appears that the technical section of the Ministry of Public Works was altogether opposed to the concession, and presented several reports condemning it, but Haladjian Effendi was strongly in favour of it and anxious to grant it, and that he succeeded in overriding his departmental advisers. The scheme of course still has to run the gauntlet of the Council of Ministers, and then of the Chamber.

Mr. Chester has satisfied the Ministry of Public Works as to his financial standing, having shown them that he has 20,000,000*l.* at his disposal.

I hear that the Belgian company, under the auspices of Colonel Schaeffer, have entered a protest against the present proposals.

I have, &c.
GERARD LOWTHER.

[9852] No. 85.

India Office to Foreign Office.—(Received March 21.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Viscount Morley, forwards herewith, for the information of the Secretary of State, with reference to previous letter, copy of a telegram from the Viceroy, dated the 19th March, relative to a warning to the Sheikh of Koweit against joining with Bin Saoud in a proposed campaign in Nejd.

India Office, March 21, 1910.

Enclosure in No. 85.

Government of India to Viscount Morley.

(Telegraphic.) P. *March 19, 1910.*

FOLLOWING telegram received from Major Trevor, Bushire:—

"Bin Saoud has lately been camped in neighbourhood of Koweit with a large following, estimated at some 3,000 horsemen and 8,000 or 9,000 camelmen. He made himself most agreeable to Major Shakespear, with whom he has exchanged visits. Bin Saoud has combined forces with Sheikh Mubarak, who has been collecting men ostensibly for the purpose of expedition against the Thafir sheikhs. Campaign, ostensibly against the latter, is being started by the two chiefs. But Shammar and Bin Rashid are most probably the real objectives."

Instructions are being sent to Acting Resident to convey a warning to the sheikh not to join in any expedition in terms of warning previously given him against similar action calculated to bring them into difficulties with the Turks or with Nejd.

[10090] No. 86.

India Office to Foreign Office.—(Received March 23.)

Sir, *India Office, March 22, 1910.*

IN reply to your letter No. 6980, dated the 10th March, 1910, as to the British protection of Bahreinese in the Ottoman dominions, I am directed to say that Viscount Morley concurs in the proposal of Secretary Sir E. Grey to approve the communication to the vali of Bussorah of the instructions issued in 1908 to His Majesty's acting consul at that place, to the effect that protection was to be extended to the natives of Bahrein in accordance with the precedents.

Lord Morley also agrees that no further action need be taken in the matter at Constantinople.

I am, &c.
R. RITCHIE.

[10510] No. 87.

Sir G. Lowther to Sir Edward Grey.—(Received March 29.)

(No. 164.)

Pera, March 21, 1910.

Sir,

IN continuation of my despatch No. 155 of the 15th instant, I have the honour to transmit to you herewith a copy of the draft contract between Mr. Chester and the Ottoman Government which has now received the approval of the Ministry of Public Works.

On perusal you will observe that the scheme is of a fairly simple and straightforward character, and devoid of the complicated conditions which render the Bagdad Railway concession so involved.

Construction is to be commenced at Youmourtalik, where a port will be established, whence the line will run up the valley of the Jihun, where it will branch off to Sivas on the west and Bitlis on the east, passing Harput, Argana, and Diarbekir, whilst a further branch will carry it via Mosul and Kerkuk to Suleimanieh. A period of fourteen months is allowed within which the preliminary surveys are to be made, and the option of constructing the line taken or refused. In the latter case, the caution money, which is fixed at £ T. 20,000, is to be repaid to the concessionnaires in return for the surveys; in the former, it is to be increased to £ T. 100,000. The Turkish Government are to give no concession affecting the scope of the present contract during the said period of fourteen months; disputes between the concessionnaire and the Turkish Government are to be decided by the Council of State, and, while the contract requires approval by law, the concessionnaire will have no right to compensation if the Turkish Government refuse to ratify it.

The line is to be single, but is to be doubled as soon as the average annual gross receipts per kilometre amount to 30,000 fr. There is to be no kilometric guarantee, but the concessionnaire is to have the right to work the mines situated within 20 kilom. of either side of the line, enjoying the right of expropriating the proprietors of existing mines (article 6) at their own cost under the conditions laid down by law. Six per cent. of the value of the minerals extracted will be paid to the Turkish Government. A formula is laid down in article 30 fixing the annuity with which the concessionnaire is to provide for the working expenses of the line and for the port, and the next charge upon the income of the undertaking is an interest charge calculated at 5 per cent. upon the cost of the building of the line. If the total receipts of the line are insufficient to meet these two charges, the deficit will be paid in the first place out of the 6 per cent. from the mines accruing to the Turkish Government, and in the second place out of money provided by the company; but but the sums so paid will only be paid at an advance, bearing interest at 5 per cent., and must be repaid from subsequent profits of the line. A scale is fixed for the division of profits, accruing after these charges have been met, by which the share of the Turkish Government increases, and that of the company similarly decreases, as the profits grow larger. Provision is made for the repurchase of the line by the Turkish Government on the basis of the net annual proceeds of the previous five years, provided it be not less than 5 per cent. of the cost of construction. The sum thus arrived at is to be paid annually to the company until the expiry of the concession, as otherwise the Turkish Government can capitalise the payments into a lump sum on a 5 per cent. basis.

You will further notice that the entire route is to be laid down and approved before a commencement can be made of mining operations (article 21), and though mining may be begun as soon as the route is approved, yet the minerals extracted may not be removed till the railway is working in the section in which the mine is situated. These provisions should be sufficient to prevent the concessionnaires from carrying the line hither and thither at their will in search of remunerative mines.

So far as I am able to ascertain, the trend of opinion both in the public and the Chamber, from having been suspicious and almost antagonistic, is now much more favourable to the concession. Mahmoud Shevket Pasha told me that he considered it was better for Turkey to have railways even under severe conditions than none at all. But it is certain that the proposals will have a troublous time before they arrive at a point where practical advantage can be taken of them. They are, in particular, being vigorously opposed by my German colleague.

I have on several occasions in conversation with Turkish Ministers pointed out the various disadvantages of the scheme, such, for instance, as that it precludes the Turkish

Government from undertaking practically any development in Anatolia during the next fourteen months; that the same result would be attained, but in a far more satisfactory way, and without unduly tying their hands, by merely granting a permit to study a district, and then to formulate definite proposals for a definite line; that it is necessary to consider whether the American group are undertaking the scheme with the object of developing the resources of Anatolia or merely of checking the competition which might eventually arise from the working of the petroleum wells, and so of retarding any such development. I have also referred, with the Turkish Minister, to the negotiations with Mr. D'Arcy and his group, and shall lose no opportunity of continuing to support his claim, though the foundation upon which it rests cannot be said to rest upon any solid basis.

I have, &c.

GERARD LOWTHER.

Enclosure 1 in No. 87.

Draft Preliminary Railway Contract.

ENTRE son Excellence Bedros Effendi Haladjian, député de Constantinople, Ministre du Commerce et des Travaux Publics, agissant au nom du Gouvernement Impérial ottoman, d'une part, et , d'autre part, il a été convenu et arrêté ce qui suit :—

Article Ier. s'engage envers le Gouvernement ottoman, qui accepte, sous réserve de l'approbation des présentes par une loi, à faire à ses frais, risques, et périls—

1. Les études de reconnaissance des lignes de chemin de fer à voie normale suivantes :—

(*a.*) De Sivas à Van par Kharpout, Arghana, Diarbekir, et Bitlis.

(*b.*) De Youmourtalik à un point à déterminer de la ligne (*a*) par la vallée du Djeihoune.

(*c.*) D'un point à déterminer de la ligne (*a*) à Suleïmanieh par Mossoul et Kerkouk.

Le tout suivant les directions générales qui seront arrêtées par le Ministère de Travaux Publics.

2. L'étude géologique des régions traversées par les lignes ci-dessus ainsi que le résultat des prescriptions et recherches des mines effectuées par dans une zone de 20 kilom. à droit et 20 kilom. à gauche de l'axe des susdites lignes.

Art. 2. Le dossier d'études devra comprendre pour chacune des lignes mentionnées à l'article Ier—

1. Une carte générale à l'échelle de $\frac{1}{200000}$, figurant le relief du terrain et en particulier les lignes de faîtes et les thalwegs.

La voie projetée y sera mise en évidence par un fort trait au carmin; on indiquera les kilomètres et l'emplacement des stations ainsi que des ouvrages importants.

2. Un côté levé au tachéomètre et rapporté à l'échelle de $\frac{1}{25000}$.

Ce plan devra reproduire sur une largeur suffisante, au moyen de points cotés et de courbes de niveau convenablement espacées, le relief du terrain. L'axe du chemin de fer sera figuré au moyen d'un fort trait carmin; on indiquera la position des kilomètres, les angles des alignments, la longueur des rayons et des tangentes aux courbes circulaires de raccordement.

La position des gares et stations projetées et des grands ouvrages d'art devra être également indiquée sur le plan.

3. Un profil en long à l'échelle de $\frac{1}{2000}$ pour les longueurs et de $\frac{1}{200}$ pour les hauteurs, dont les côtes seront rapportées au niveau de la mer pris pour le point de comparaison; on inscrira sur une série de lignes horizontales disposées à cet effet au-dessous de la trace du plan de comparaison :—

(*a.*) Les côtes du projet.

(*b.*) Les côtes du terrain naturel.

(*c.*) Les distances entre les ordonnées et le kilomètre le plus rapproché.

(*d.*) Les distances kilométriques du chemin de fer, comptées à partir de son origine.

(*e.*) La longueur et l'inclinaison de chaque pente, ou rampe.

(*f.*) La longueur des parties droites et le développement des parties courbes du tracé, en faisant connaître le rayon correspondant à chacun de ces dernières.

Les côtes de déblais et de remblais seront placées, les premières au-dessous, les secondes au-dessus de la ligne du projet.

Les ordonnées du projet et du terrain naturel seront indiquées en mètres et centimètres.

La position des gares et stations projetées et celle des grands ouvrages d'art devront être indiquées sur le profil en long.

4. Les profils en travers type du chemin de fer.

5. Une estimation sommaire des dépenses.

6. Un mémoire justificatif du tracé proposé.

Les dossiers seront dressés en deux expéditions, dont une sur toile, devra être remise au Ministère des Travaux Publics.

Art. 4. Le Gouvernement accorde à MM. un délai de quatorze mois, comptés à partir de la promulgation de la loi approuvant les présentes, pour exécuter les études spécifiées de l'article 1er.

Art. 5. Pendant ce délai de quatorze mois aura le droit d'opter pour la concession, aux clauses et conditions de la convention et du cahier des charges ci-annexés, de la construction de l'exploitation des chemins de fer énumérés à l'article 1er ainsi que de l'exploitation des mines et minières se trouvant dans une zone de 20 kilomètres à droite et à gauche de l'axe des dits chemins de fer.

Art. 6. Si n'a pas dans le délai de quatorze mois susmentionné notifié au Ministère des Travaux Publics par écrit son intention de faire usage du droit d'option dont il est parlé à l'article 5 le présent contrat sera de plein droit nul et non avenu sans qu'il y ait lieu à indemnité de part et d'autre et n'aura aucun droit sur les mines et minières qu'il aurait découvertes, et qui deviendront gratuitement la propriété de l'État. Toutefois le cautionnement prévu à l'article 11 sera remboursé à contre remise des études stipulées à l'article 1er.

Il est d'ailleurs expressément entendu que si ne remettait pas la totalité des dites études ou que celles-ci ne soient pas dressées suivant les règles de l'article et les prescriptions du présent contrat, le cautionnement serait confisqué au profit de l'État.

Art. 7. Si au contraire lève l'option, il devra dans les délais prévus à la convention ci-annexée porter le cautionnement à £T. 100,000.

Ceci fait, il deviendra concessionnaire aux clauses et conditions de la convention et du cahier des charges ci-annexés.

Art. 8. Si ayant déclaré lever l'option ne portait pas, dans les délais prévus à la convention annexée, le cautionnement de £T. 100,000, il perdra tous droits à la concession et le cautionnement de la sera confisqué au profit de l'État.

Art. 9. Le Gouvernement ottoman s'engage à n'accorder dans les quatorze mois dont il est parlé à l'article 4 aucune concession de mine ou minière, ni aucun permis de recherche dans la zone teintée en rose sur le plan annexé au présent contrat.

Art. 10. Les divers effets de l'hiver ne sont pas considérés comme étant des cas de force majeure.

Art. 11. Comme garantie de l'exécution des engagements qu'il a contractés par la présente ont déposé une somme de £T. 20,000 en titres de l'État ottoman à la Banque de , qui a pris l'engagement de parfaire la différence en cas de baisse des cours.* Le cas de force majeure excepté, si n'exécute pas les engagements découlant du présent contrat, ce dernier deviendra caduc et le Gouvernement ottoman confisquera le cautionnement.

Art. 12. Tous les différends qui surviendraient entre le Gouvernement ottoman et du chef de l'interprétation du présent contrat seront tranchés par le Conseil d'État.

Art. 13. Le Gouvernement aura le droit de faire, à ses frais, accompagner les agents de par ses fonctionnaires.

Ceux-ci surveilleront les opérations sans pouvoir toutefois s'immiscer dans les dites opérations.

* Si la banque agréée par l'État, dans laquelle s'est effectué le dépôt, est étrangère elle devra en outre avoir déclaré, par acte en due forme légalisé par son ambassade, reconnaître la compétence des tribunaux ottomans en cas de contestation portant sur le cautionnement.

Art. 14. Le présent contrat n'entrera en vigueur qu'après son approbation par la loi.

Art. 15. Si l'État ne ratifie pas les présentes, ne pourra prétendre à aucune indemnité.

Mais le cautionnement lui sera restitué dans un délai maximum de huit jours.

Enclosure 2 in No. 87.

Convention respecting the Asia Minor State Railway.

ENTRE son Excellence Bedros Effendi Haladjian, député de Constantinople, Ministre des Travaux Publics, agissant au nom du Gouvernement Impérial ottoman, d'une part, et , d'autre part, il a été convenu et arrêté ce qui suit :—

Article 1er. Le Gouvernement Impérial ottoman accorde, aux conditions de la présente convention, et du cahier des charges annexé, à , qui accepte, la concession de la construction et de l'exploitation des chemins de fer à voie de 1·435 (entre les bords intérieurs des champignons des rails) suivants, à savoir :—

1. De Sivas à Van par Argiani, Kharpout, Diarbekir, et Bitlis ;

2. D'un point de la ligne 1, à déterminer par le Ministère des Travaux Publics à Youmourtalik, par la vallée du Djeihoune ;

3. D'un point à déterminer par le Ministère des Travaux Publics de la ligne 1 à Suleïmanieh par Mossoul et Kerkouk, le tout suivant le tracé qui sera approuvé par le Ministère des Travaux Publics.

Art. 2. La durée de la concession sera de quatre-vingt-dix-neuf ans à partir de la date de la remise du firman de concession.

Art. 3. Les lignes étant divisées en sections continues de 200 kilog., le concessionnaire devra, après études définitives et conformément aux prescriptions du cahier des charges, présenter au Ministère du Commerce et des Travaux Publics, en quatre expéditions, dont une sur toile, les plans et projets définitives et complets de la première section à partir de Youmourtalik dans les délais d'un an, comptés à partir de la date de la remise du firman de concession.

Ces plans et projets devront être examinés et, selon les cas, approuvés tel quel ou modifiés, s'il y a lieu, par le Ministère des Travaux Publics, dans le délai de trois mois, à partir de la date de leur présentation.

Quant aux autres sections, les projets en seront présentés successivement à raison d'une section tous les trois mois.

Toutefois, en cas d'empêchement de force majeure dûment constaté, les délais fixés pour la présentation des plans et projets seront prolongés d'une durée égale à celle de l'interprétation survenue, à condition que le concessionnaire en avise, officiellement et par écrit, les autorités locales ainsi que le Ministère des Travaux Publics.

Art. 4. Le concessionnaire s'engage à commencer à ses frais, risques, et périls, les travaux, dans un délai maximum de trois mois à partir de la date de l'approbation des plans et projets des sections y relatifs, et à les terminer, de même au plus tard, dans le délai maximum de cinq ans, à partir de cette même date. Les travaux devront être exécutés conformément aux règles de l'art et aux prescriptions du cahier des charges, ainsi qu'aux dispositions des plans et des projets approuvés ; toutefois, en cas d'empêchement de force majeure dûment constaté, les délais fixés pour l'exécution seront prolongés d'une durée égale à celle de l'interruption des travaux, à condition que le concessionnaire en avise immédiatement et officiellement, par écrit, les autorités locales ainsi que le Ministère des Travaux Publics.

Art. 5. Le Ministère des Travaux Publics contrôlera les études et les travaux par l'intermédiaire d'un ou plusieurs commissaires durant leur exécution à l'achèvement des travaux et avant la réception.

Ce contrôle s'appliquera de même à l'exploitation et au bon entretien des travaux pendant la durée de la concession. Le concessionnaire déposera chaque année à l'ordre du Ministère des Travaux Publics et à titre de frais de contrôle une somme de £T. 3 par kilomètre concédé, payable mensuellement par douzième, et ce, à partir de la date de la remise du firman de concession jusqu'à la fin de cette dernière.

Art. 6. L'entreprise étant d'utilité publique, les immeubles et terrains nécessaires à l'établissement du chemin de fer et de ses dépendances ainsi que des installations minières et appartenant à des particuliers seront pris, conformément à la loi sur l'expro-

priation, toutes les fois qu'une entente ne pourra pas être établie entre le concessionnaire et les propriétaires pour l'achat de ces immeubles et terrains. Le coût et les frais en seront à la charge du concessionnaire.

Le Gouvernement fera procéder, aux frais du concessionnaire à l'expropriation et à la remise à ce dernier des terrains nécessaires à l'établissement de la voie et de ses dépendances, après que les projets auront été approuvés et appliqués sur le terrain. Cette remise sera faite par le Gouvernement dans un délai de deux mois à partir de la remise des plans y relatifs au Gouvernement.

Les terrains, carrières, et ballastières dont l'occupation temporaire pendant la durée de la concession sera jugée nécessaires par le Ministère des Travaux Publics seront délivrés par les autorités locales au dit concessionnaire à charge pour ce dernier d'indemniser les propriétaires.

Les terrains dits Arazi-i-Emiriés-i-Halié, nécessaires à l'établissement du chemin de fer et ses dépendances ainsi que des installations minières, seront abandonné gratuitement au concessionnaire jusqu'à l'expiration de la concession. L'occupation temporaire durant l'exécution des travaux de ces terrains, ainsi que des carrières et ballastières qui pourraient s'y trouver, lui sera également accordée à titre gratuit.

Art. 7. La ligne sera établie à une seule voie; cependant, les expropriations seront faites en vue de l'établissement d'une seconde voie. Aussitôt que les recettes brutes kilométriques, annuelles et moyennes, de l'une des trois lignes ci-dessus atteindra le chiffre de 30,000 fr., le Gouvernement Impérial aura le droit de réclamer l'établissement sur cette ligne de la seconde voie, que le concessionnaire sera tenu de construire à ses frais sous réserves des dispositions de l'article.

Art. 8. Le matériel de la voie, le matériel fixe et roulant, et les matériaux fer, bois, houille, machines, et autres nécessaires au premier établissement du chemin de fer, ainsi que des installations minières du port de Youmourtalik en cas d'exécution de ce dernier, et de ses dépendances, que le concessionnaire achètera dans l'Empire ou qu'il fera venir de l'étranger, seront exempts de tout impôt intérieur ainsi que de tous droits de douanes; de même, le sol, fonds, et revenus du chemin de fer et du port ne seront passible d'aucun impôt pendant toute la durée de la concession.

Par contre, la société sera soumise à la loi sur le timbre.

Art. 9. Les bois et charpentes nécessaires à la construction et à l'entretien du chemin de fer pourront être coupés dans les forêts voisines appartenant à l'État, conformément au règlement spécial et en payant les droits y relatifs.

Le concessionnaire aura le droit, comme tout autre demandeur, d'établir et d'exploiter le long de la ligne, avec la permission des autorités locales, des tuileries et briqueteries.

Art. 10. Aussitôt que le concessionnaire notifiera au Ministère des Travaux Publics l'achèvement des travaux, celui-ci fera inspecter, dans le plus court délai possible, les travaux exécutés par une commission technique nommée à cet effet, et procédera à la réception provisoire; s'il y a lieu, une seconde inspection des travaux sera faite un an après par une commission technique; et dans le cas où il serait constaté que les travaux ont été exécutés conformément aux règles de l'art et aux prescriptions du cahier des charges, le Ministère des Travaux Publics prononcera, sur le rapport de la commission, la réception définitive.

Tous les frais de déplacement de ces commissions techniques seront à la charge du concessionnaire.

Le concessionnaire aura le droit d'ouvrir les lignes à l'exploitation par sections successives d'au moins 30 kilom., pourvu que ces sections aboutissent à une station.

Art. 11. Pendant la durée de la concession le chemin de fer et ses dépendances, ainsi que son matériel fixe et roulant et le port de Younourtalik, en cas d'exécution de ce dernier, seront tenu dans un parfait état d'entretien, et ce, aux frais du concessionnaire; faute de quoi, il sera procédé à l'égard de ce dernier conformément à l'article 3 du cahier des charges.

Art. 12. Le concessionnaire est tenu de se conformer, quant à ce qui concerne la police et la sécurité de la voie et des mines et minières, au règlement actuellement en vigueur ou à promulguer à l'avenir dans l'Empire ottoman.

Art. 13. Dans le cas d'interruption de service, sur une partie de la voie ou du port, par la faute du concessionnaire, le Gouvernement Impérial ottoman prendre les mesures nécessaires, conformément à l'article 17 du cahier des charges, pour assurer provisoirement l'exploitation.

Si, dans les six mois qui suivront, le concessionnaire n'a pas valablement justifié qu'il est en mesure de continuer l'exploitation, et s'il n'a pas effectivement pris les mesures nécessaires pour obtenir ce résultat, la déchéance de sa concession pourra être

prononcée dans les conditions indiquées à l'article 30 de la présente convention. Cette disposition ne sera pas applicable et la déchéance de la concession ne sera pas encourue, dans le cas où le concessionnaire n'aurait pas rempli ses obligations, par suite de cas de force majeure dûment constaté.

Art. 14. Le concessionnaire aura le droit de percevoir des droits de transport et autres, conformément aux tarifs du cahier des charges, à partir de la réception provisoire des ouvrages de chaque section, jusqu'à l'expiration de la concession.

Art. 15. Le transport des militaires des armées de la terre et de mer, voyageant en corps ou isolément tant en temps de guerre qu'en temps de paix, ainsi que du matériel et approvisionnements de guerre, des prisonniers et condamnés, des agents de l'État, des valises postales, sera effectué conformément aux prescriptions du Titre VI du cahier des charges y relatif.

Art. 16. Pour l'exécution des engagements qu'il contracte par la présente convention, le concessionnaire est tenu de former au plus tard dans le délai de trois mois à partir de la date de la remise du firman de concession, et sur la base des statuts qui seront approuvés par le Gouvernement ottoman une société anonyme ottomane, qui sera soumise à toutes les lois ottomanes présentes et futures.

Le concessionnaire s'engage à réserver la moitié des actions qu'il émettra et de les tenir à la disposition des sujets ottomans, qui voudraient souscrire à Constantinople pendant les trent et un jours qui suivront l'avis qui en sera donné dans les journaux de la capitale.

Pour ce délai il pourra disposer en faveur d'autres souscripteurs des dites actions non souscrites.

Art. 17. Comme garantie de l'exécution des primes des présents engagements le concessionnaire devra, dans le délai d'un mois, à partir du jour où il aura notifié au Ministère des Travaux Publics son acceptation définitive, porter à £ T. 100,000 le cautionnement de £ T. 20,000 effectué au moment de l'adjudication. Si la banque agréée par le Gouvernement ottoman dans laquelle s'effectuera le dépôt du cautionnement est étrangère, elle devra déclarer, par un acte en due forme légalisé par son Ambassadeur, reconnaître la compétence des tribunaux ottomans en cas de contestation portant sur le cautionnement. Le dépôt pourra être fait en numéraire ou en titre de l'État ottoman au cours du jour. Si le dépôt se fait en titre la banque prendra l'engagement de parfaire la différence en cas de baisse des cours. Le cautionnement ne sera restitué à son propriétaire qu'à la réception définitive.

Si dans un délai d'un mois le concessionnaire n'effectue pas le dépôt susmentionné il sera déchu, sans aucune mise en demeure préalable, de tous ses droits à la concession, et le cautionnement de £T. 20,000 déposé lors de l'adjudication sera confisqué au profit de l'État.

De même, si le concessionnaire ne forme pas la société anonyme dans le délai et conditions fixées par la présente convention et conformément aux prescriptions légales, le cautionnement sera confisqué sans qu'il y ait lieu d'une mise en demeure, et la concession sera annulée.

Art. 18. Le Gouvernement accorde, sous réserve des droits entièrement acquis par des tiers, ainsi que dispositions de l'article 26 ci-après, au concessionnaire, pour toute la durée de la concession, la concession exclusive aux clauses et conditions du cahier des charges *ad hoc* en vigueur de toutes les mines et minières, connues ou inconnues, découvertes par le concessionnaire ou par des tiers postérieurement à l'octroi de la présente concession, exploitées par l'État ou délaissées, se trouvant dans une zone de 20 kilom. à droite ou à gauche des lignes construites par le concessionnaire en vertu de la présente convention.

Art. 19. Le concessionnaire exploitera les mines dont il est parlé à l'article 18 en se conformant à toutes les lois et règlements régissant la matière.

Il sera notamment soumis au paiement de toutes les redevances proportionnelles et autres prévues aux dits règlements et lois. Ces redevances, jusqu'à concurrence de 6 pour cent de la valeur des minerais et produits extraits par le concessionnaire, seront versées directement au Trésor. Le surplus de ces redevances sera, ainsi qu'il est dit à l'article 31, affecté en cas de besoin aux insuffisances de recettes du chemin de fer.

Par contre, le concessionnaire bénéficiera de toutes les facilités et avantages prévus dans le type acte de concession relatif aux mines.

Art. 20. Par dérogation aux prescriptions du premier alinéa de l'article 19, le concessionnaire sera dispensé de l'obligation de demander des permis de recherches pour les mines existant dans la zone à lui concédée.

Il sera toutefois tenu d'aviser le Ministère des Mines chaque fois que l'exploitation d'une mine ou minière aura été commencée, et de remettre au dit Ministère deux exemplaires des plans, à l'échelle de $\frac{1}{500}$, relative à cette mine ou minière.

Art. 21. Le concessionnaire aura le droit de commencer les travaux d'exploitation de toutes les mines ou minières se trouvant dans la zone concédée aussitôt que le tracé définitif de l'ensemble du réseau sera approuvé par le Gouvernement et que les travaux de la première section de la ligne du chemin de fer seront commencés.

Il ne pourra toutefois procéder à l'exploitation ou à l'utilisation des minerais ou produits extraits d'une mine ou minière que quand le chemin de fer de la zone dans laquelle se trouve la dite mine ou minière aura été mis en exploitation.

Art. 22. Le concessionnaire sera tenu d'exploiter, conformément aux règles de l'article, toutes les mines ou minières qu'il aurait découvertes dans la zone concédée ou que l'État lui aurait cédées.

Le cas de force majeure excepté, le concessionnaire sera déchu de ses droits sur toutes minières ou mines dont il aurait suspendu l'exploitation pendant plus de six mois.

Art. 23. Le concessionnaire aura, sans que cela constitue pour lui un monopole, le droit d'établir à ses frais, risques, et périls, les embranchements miniers nécessaires pour relier au chemin de fer les mines situés dans la zone de concession.

Ces embranchements seront partie intégrante des mines et feront à l'expiration de la présente concession gratuitement retour à l'État, en même temps les mines.

Art. 24. Le concessionnaire aura sans que cela constitue pour lui avec un privilège ou monopole, le droit d'établir des usines pour le traitement ou raffinage des minerais exploités par lui ou ses tiers.

Art. 25. Le concessionnaire remettra au Ministère des Travaux Publics ainsi qu'au Ministère des Mines des rapports trimestriels détaillés relatifs aux mines et minières extrait pendant le trimestre.

Art. 26. Si à partir de la vingt et unième année, compté de la date de la remise du firman de la concession, des personnes autres que le concessionnaire découvraient dans la zone concédée des mines ou minières, le concessionnaire par dérogation aux prescriptions de l'article 15 n'aurait aucun droit sur ces mines ou minières.

Art. 27. Il est expressément entendu que si l'État établissait un monopole pour le pétrole ou autres produits miniers, les produits du concessionnaire serait soumis aux taxes prévues par les dits monopoles.

Art. 28. Le concessionnaire aura, sans que cela constitue pour lui aucun privilège ou monopole, et à conditions de se conformer aux règlements *ad hoc*, le droit d'utiliser gratuitement les forces hydrauliques naturelles dont le droit de jouissance n'appartient à personne et de produire l'énergie électrique qui lui sera nécessaire pour l'exploitation du chemin de fer et de ses dépendances ainsi que des mines et minières.

Les projets des installations ci-dessus devront, avant toute exécution être approuvés par le Ministère des Travaux Publics. Ces installations feront gratuitement retour à l'État à l'expiration de la concession. Il en sera de même en cas de rachat du chemin de fer ; toutefois, les installations servant exclusivement aux mines et minières ou aux embranchements miniers resteront jusqu'à l'expiration du délai fixé à l'article 2 de la présente convention la propriété du concessionnaire.

Art. 29. Le concessionnaire aura la faculté de construire à ses frais à Youmourtalik un port avec toutes les installations nécessaires pour l'accostage à quai des navires et l'embarquement et le débarquement direct des voyageurs, des marchandises, et le magasinage de ces dernières.

Le projet de ce port devra être présenté dans un délai maximum de trois ans à partir de l'échange de la présente convention et les travaux du port devront être achevés au plus tard dans un délai de quatre ans à partir de l'approbation des projets y relatifs.

Aux projets seront joints les tarifs à appliquer, qui ne pourront en aucun cas être supérieurs aux tarifs maxima ci-annexés.

Ce port sera partie intégrante du chemin de fer et ses dépendances feront gratuitement retour à l'État.

Dans le cas où le concessionnaire ne présenterait pas les projets ou n'exécuterait le port dans le délais ci-dessus, le Gouvernement ottoman pourra en accorder la concession à des tiers.

En tous cas, le concessionnaire pourra pendant la période de construction du chemin de fer établir le port de Youmourtalik des installations provisoires pour le débarquement des matériaux destinés au chemin de fer.

Mais si le concessionnaire n'exécuterait pas le port dans les délais prescrits et que le Gouvernement donne la concession du port à des tiers, le concessionnaire sera obligé, si le Gouvernement lui en fait la demande, d'enlever à ses frais toutes les installations maritimes qu'il aurait établies.

Art. 30. La société exploitera le chemin de fer et ses dépendances (mines et chemins miniers non compris) à ses frais, risques, et périls et par les moyens et systèmes de son choix, moyennant le prélèvement comme première charge sur les recettes brutes annuelles totales d'une annuité calculée en francs d'après la formule suivante :—

$$2300\ L + \cdot 20\ R + \cdot 80\ T + \cdot 90\ M.$$

Dans laquelle—

L représente la longueur totale exprimée en kilomètres et comptée d'axe en axe des bâtiments des voyageurs des stations extrêmes.

R représente les recettes brutes totales, de toute nature, encaissées du chef de l'exploitation de chemin de fer et du port de Youmourtalik, en cas d'exécution de ce dernier par le concessionaire, et exprimé en francs (non compris les recettes provenant des manutentions dans les gares ou dans le port du Youmourtalik).

T représente le parcours kilométrique utile des trains de voyageurs de marchandises et mixtes des trains militaires et spéciaux.

M représente la recette brute exprimée en francs provenant des manutentions dans les gares ou dans le port de Youmourtalik, en cas d'exécution de ce dernier par le concessionnaire.

Moyennant cette annuité le concessionnaire sera tenu de faire face aux dépenses de toute nature nécessaires pour assurer la bonne marche du service d'exploitation du chemin de fer et du port de Youmourtalik.

Art. 31. Des recettes brutes totales annuelles de toute nature de chemin de fer et de ses dépendances (à l'exclusion des mines et chemins miniers), ainsi que du port de Youmourtalik, en cas d'exécution de ce dernier par le concessionnaire, on déduira—

1. Les frais d'exploitation calculés comme il est dit à l'article 30.
2. L'intérêt à 5 pour cent et l'amortissement jusqu'à la fin de la concession, cet amortissement ne commençant toutefois à courir qu'à partir de la mise en exploitation du réseau tout entier, du capital de premier établissement afférent au chemin de fer et à ses dépendances (mines et embranchements miniers non compris), ainsi qu'au port de Youmourtalik, en cas d'exécution de ce dernier par le concessionnaire.

Ce capital comprendra les dépenses réellement faites pour l'exécution—jusqu'à la réception définitive de chaque tronçon—des projets approuvés et dont le concessionnaire fournira valable justification, ces dépenses étant majorées de 15 pour cent pour tenir compte des frais de constitution de la société des frais généraux et des bénéfices ; le total ainsi formé étant en outre majoré des intérêts intercalaires afférent à chaque tronçon jusqu'à sa mise en exploitation.

En cas d'exécution de la double voie, le capital du premier établissement, tel qu'il vient d'être défini, sera majoré du montant des sommes effectivement dépensées par le concessionnaire pour l'exécution de la dite voie.

Si les recettes brutes annuelles sont inférieures au total des deux montants ci-dessus, la différence sera retenue par le concessionnaire sur les excédents de redevance dues par lui à l'état du chef de l'exploitation de ses mines et minières au delà des 5 pour cent de la valeur des minerais et produits versés par le concessionnaire en vertu de l'article 19.

Si ces redevances ne suffisent pas à parfaire cette différence, le déficit sera inscrit à un compte spécial, intitulé " Avances faites par la Société," qui portera intérêts simples à 5 pour cent par an.

Si, au contraire, les excédents des redevances, après avoir parfait la différence dont il vient d'être parlé, laissent un excédent, celui-ci servira avant tout à apurer les avances faites par la société pendant les années précédentes.

Les sommes prélevées, comme il vient d'être dit, sur les redevances minières, seront inscrites à un compte spécial intitulé " Avances faites par l'État," qui portera intérêts simples à 5 pour cent par an.

Si, au contraire, les recettes brutes annuelles du chemin de fer et ses dépendances (mines et embranchements miniers non compris) sont supérieures à la somme des deux montants indiqués, *sub* Nos. 1 et 2, le surplus ainsi que les redevances minières à payer par le concessionnaire serviront avant tout à apurer le compte des avances faites par la société ; ce compte une fois apuré, l'État reprendra la libre disposition des redevances minières et le surplus des recettes du chemin de fer sera affecté à l'extinction du compte des avances faites par l'État.

Une fois ces deux comptes apurés, l'excédent des recettes, après déduction des

montants indiqués *sub* Nos. 1 et 2 sera partagé entre l'État et la société, conformément au tableau ci-dessous :—

Valeur de l'Excédent rapporté au Kilomètre de Ligne.	Part revenant à l'État, en centimes.	Part revenant à la Société, en centimes.
Jusqu'à 1,000 fr.	10	90
Le surplus de 1,000 à 2,000 fr.	20	80
„ 2,000 à 3,000 fr.	30	70
„ 3,000 à 4,000 fr.	40	60
„ 4,000 à 5,000 fr.	50	50
„ 5,000 à 6,000 fr.	60	40
„ 6,000 à 7,000 fr.	70	30
Au delà de 7,000 fr.	80	20

Art. 32. La revision de la formule d'exploitation inscrite à l'article 30 pourra être demandée, par le Ministre ou par la société, après les cinq premières années d'exploitation de l'ensemble du chemin de fer. Dans ce cas, les deux parties s'entendront pour établir une nouvelle formule calculée d'après les résultats de l'expérience et des besoins justifiés, étant entendu que la nouvelle formule laissera à la société un profit qui sera en moyen égal à 15 pour cent des recettes nettes. Autrement dit, des recettes brutes, déduction faite des dépenses réelles d'exploitation du chemin de fer et du port de Youmourtalik, en cas d'exécution de ce dernier.

Il est entendu que ce profit ne sera, dans aucun cas, inférieur à 400 fr. par kilomètre.

En cas de désaccord entre les parties au sujet de la fixation de la nouvelle formule, les coefficients de celle-ci seront arrêtés par trois arbitres, désignés, l'un par le Ministère du Commerce et des Travaux Publics, l'autre par la société, et le troisième par les deux premiers arbitres, et à défaut d'accord entre ceux-ci sur le choix du troisième arbitre, par le président de la Cour de Cassation.

Une nouvelle revision de la formule pourra être effectuée dans les mêmes conditions, de dix ans en dix ans.

Art. 33. A toute époque à partir de la quinzième année qui suivra la mise en exploitation de l'ensemble du chemin de fer le Gouvernement ottoman aura le droit de racheter le chemin de fer et ses dépendances (à l'exclusion des mines et des embranchements miniers) ainsi que le port de Youmourtalik en payant au concessionnaire à la fin de chacune des années restant à courir jusqu'à la fin de la concession une annuité égale au produit net moyen annuel des cinq années d'exploitation précédant celle où le rachat sera effectué. Le produit net de chaque année sera calculé comme suit :—

Des recettes brutes totales du chemin de fer du port de Youmourtalik pendant cette année on déduira—

1. Les dépenses dûment justifiées faites pendant cette année pour l'exploitation et l'entretien du chemin de fer et du matériel ainsi que du port de Youmourtalik, en cas d'exécution de ce dernier.

L'intérêt et l'amortissement des dépenses de premier établissement ne figureront naturellement pas parmi les dépenses.

2. La part revenant à l'État au titre du partage des bénéfices, cette part étant calculée comme si les deux comptes d'avances étaient entièrement apurés.

Le Gouvernement assurera au concessionnaire le paiement régulier de cette annuité, qui ne sera, en aucun cas, inférieure à l'intérêt de 5 pour cent et à l'amortissement jusqu'à la fin de la concession du capital de premier établissement afférent au chemin de fer et au port de Youmourtalik déterminé comme il a été dit à l'article 31 et non encore amorti au moment du rachat ; ce capital étant majoré, s'il y a lieu, des dépenses de premier établissement afférentes à la double voie.

Le Gouvernement se réserve le droit de convertir, s'il le désire, l'annuité précitée en capital qu'il payera, en espèce, au concessionnaire en prenant pour base de calcul de capitalisation le taux de 5 pour cent par an.

Il sera procédé à la remise de la ligne et du port libre de toutes sortes de dettes et engagements au Gouvernement ainsi qu'à l'achat par ce dernier du matériel, matériaux, et approvisionnements existants, conformément à l'article 27 du cahier des charges.

Le Gouvernement devra en outre rembourser au concessionnaire le montant non encore apuré du compte des avances effectuées par la société.

Le Gouvernement remboursera en outre au concessionnaire les dépenses dûment justifiées supportées par ce dernier pour les nouvelles stations ou les travaux d'agrandissement ou d'installation nouvelle des anciennes stations rendus nécessaires par suite de l'accroissement du trafic et exécutés, avec l'agrément du Ministère des Travaux Publics après la réception définitive de l'ensemble de la ligne et du port de Youmourtalik pendant les quinze années précédant le rachat ; sauf déduction pour chaque ouvrage, de un quinzième de sa valeur pour chaque année écoulée depuis son achèvement.

Art. 34. A l'expiration de la concession, le Gouvernement sera substitué à tous les droits du concessionnaire, sur le chemin de fer, du port de Youmourtalik, en cas d'exécution de ce dernier, et de leurs dépendances, le matériel et les matériaux et entrera en jouissance des produits y afférents.

Il sera procédé, à la remise de la ligne et du port et de leurs dépendances libres de toutes sortes de dettes et engagements au Gouvernement Impérial ottoman, et à l'achat par ce dernier du matériel, matériaux, et approvisionnement, conformément à l'article 28 du cahier des charges.

Le concessionnaire n'aura droit à aucune indemnité supplémentaire si le compte des avances effectuées par la société n'est pas encore apuré à l'expiration de la concession.

Il n'aura droit non plus à aucune indemnité supplémentaire en cas d'exécution de la double voie.

Par contre, le Gouvernement remboursera aux concessionnaires les dépenses dûment justifiées supportées par ce dernier pour les nouvelles stations ou les travaux d'agrandissements ainsi que les installations nouvelles des anciens gares rendus nécessaires par suite de l'augmentation du trafic et exécutés, avec l'agrément du Ministère des Travaux Publics, pendant les quinze années précédant l'expiration de la concession, sauf déduction pour chaque ouvrage de un quinzième de sa valeur pour chaque année écoulée depuis son achèvement.

Art. 35. Les employés et agents de la concession seront Ottomans. Toutefois, pendant les dix premières années de l'exploitation, le concessionnaire pourra employer pour ce qui concerne les techniciens et le personnel supérieur de l'exploitation, des étrangers dont les noms seront communiqués au Ministère du Commerce et des Travaux Publics.

Tous les employés et agents porteront la tenue qui sera approuvée par le Gouvernement.

Art. 36. Le Gouvernement pourra élever, à ses frais, des retranchements et travaux de défense sur les points de la ligne principale ou de ses embranchements qu'il jugera nécessaire.

Art. 37. Les objets d'art et antiquités découverts pendant les travaux seront soumis auxrèglements régissant la matière.

Art. 38. Dans le cas où sans un motif de force majeure dûment constaté le concessionnaire n'aurait pas dans les délais fixés commencé les travaux ou qu'après les avoir commencés, il les laisserait inachevés, ou qu'il aurait interrompu le service des transports, ou enfin, qu'il n'aurait pas exécuté les autres engagements découlant de la présente convention, il sera déchu de ses droits à la concession du chemin de fer, du port de Youmourtalik et des mines et minières, et dans ce cas le Gouvernement adoptera les mesures nécessaires pour assurer provisoirement le service, conformément aux indications de l'article 23 du cahier des charges.

Il est expressément entendu que l'inexécution par le concessionnaire, dans les délais prévus de tout ou partie du réseau marqué à l' entraînera la déchéance de la concession, et ce, sans qu'il y ait lieu à mise en demeure.

Il reste entendu que la déchéance ne pourra être prononcée qu'après que le Gouvernement Impérial aura notifié au concessionnaire une mise en demeure d'avoir à remplir celle des obligations assumées par le concessionnaire et qui seraient restées inexécutées et seulement dans le cas où ce dernier n'aura pas donné à cette mise en demeure, dans le délai de trois mois, à partir de la signification, la suite qu'elle comporte.

Art. 39. Le concessionnaire établira, sur les points désignés par le Gouvernement dans les stations, les locaux nécessaires aux bureaux des agents chargés du contrôle de l'État et employés de la douane, des postes, de la police, de la gendarmerie.

Art. 40. Le concessionnaire devra établira, sur tout le parcours de la voie, des lignes et appareils télégraphiques ou téléphoniques, destinés à transmettre les signaux et

dépêches nécessaires au service du chemin de fer. Mais ces lignes ne pourront pas servir aux correspondances privées et n'ayant pas trait à l'exploitation du chemin de fer.

Le Gouvernement Impérial se réserve le droit de faire contrôler, à tout moment, par des inspecteurs délégués par le Ministère des Postes et Télégraphes, toute la correspondance télégraphique effectuée par les fils du chemin de fer.

Le Gouvernement pourra faire usage des poteaux du chemin de fer pour l'établissement d'un fil télégraphique et les poteaux du chemin de fer seront établis de façon à pouvoir supporter éventuellement ce fil supplémentaire en dehors de ceux de la société.

En cas de besoin, le Gouvernement aura le droit de faire établir, à ses frais, d'autres poteaux sur le parcours de la voie ou d'installer, en cas de rupture et de dérangement de ces lignes des télégraphistes, dans les stations pour la transmission, par les lignes de la société, des dépêches officielles qu'il considérerait importantes, à la condition toutefois de n'apporter aucune entrave au service du chemin de fer.

Art. 41. Le concessionnaire aura le droit de faire transporter, avec ses propres moyens de transporter, et sans payer aucune taxe à l'Administration des Postes de l'Empire, les correspondances et valises concernant exclusivement le service du chemin de fer, mais à la condition de les soumettre suivant la règle, au contrôle des agents de l'Administration des Postes. Les lettres privées du personnel seront soumises aux taxes postales.

Le concessionnaire ne pourra pas effectuer le transport de ces lettres privées du personnel, qu'en se soumettant aux prescriptions du règlement des postes en vigueur dans l'Empire.

Il aura également le droit de faire transporter, sans leur appliquer aucune taxe, les objets et matières de consommation, tels que houille, graisse, les matériaux et le matériel roulant nécessaire à la construction, à l'entretien, et à l'exploitation du chemin de fer et de ses dépendances (mines et minières non comprises), et ce, tant que les lignes faisant l'objet de cette concession et ses dépendances que pour les prolongements et embranchements dont la concession viendrait à être accordée ultérieurement à la société.

Par contre, le matériel et les matériaux nécessaires à l'établissement et à l'exploitation des installations minières ainsi que les minerais et produits extraits des mines ou minières exploitées par le concessionnaire, seront transportés moyennant les taxes en vigueur sur le chemin de fer.

Art. 42. Le Gouvernement ottoman se réserve expressément le droit de construire lui-même ou de concéder à des tiers des lignes de chemin de fer s'embranchant sur les lignes faisant l'objet de la présente convention ou qui seraient établies en prolongement des dites lignes.

Le concessionnaire ne pourra faire obstacle à l'exécution de ces embranchements ou prolongements, ni réclamer une indemnité quelconque du chef de leur établissement, pourvu qu'il n'en résulte aucun obstacle à la circulation ni aucun frais particulier pour le concessionnaire.

Le concessionnaire du chemin de fer faisant l'objet de la présente convention sera d'ailleurs tenu de s'entendre avec les concessionnaires éventuels des embranchements ou prolongements susmentionnés de façon à ce que le service de transport ne soit jamais interrompu aux points de jonction des différentes lignes.

Dans le cas où les intéressés ne pourraient pas se mettre d'accord pour l'application de cette mesure, le Ministère des Travaux Publics tranchera le différend.

Art. 43. Dans le cas où le Gouvernement Impérial ottoman ordonnerait ou autoriserait la construction de rues, de routes, de chemins de fer, ou de canaux, qui traverseraient la ligne objet de la présente concession, le concessionnaire ne pourra s'opposer à ces travaux. Mais toutes les dispositions seront prises pour qu'il n'en résulte aucun obstacle à la construction ou au service du chemin de fer, ni aucun frais pour le concessionnaire.

Art. 44. La société anonyme qui sera substituée au concessionnaire devant être ottomane, toutes contestations et différends qui surviendraient entre le Gouvernement ottoman et les concessionnaire ou la société, par suite de l'exécution ou de l'interprétation de la présente convention et du cahier des charges y relatif, seront tranchés par le Conseil d'État. Quant aux procès entre le concessionnaire ou la société ou entre celle-ci et les particuliers, ils seront déférés aux tribunaux compétents ottomans.

La société étant de nationalité ottomane, devra correspondre, avec tous les départements de l'État, dans la langue officielle.

[10511]

No. 88.

Sir G. Lowther to Sir Edward Grey.—(Received March 29.)

(No. 165.)

Sir,

Constantinople, March 21, 1910.

WITH reference to my despatch No. 61 of the 2nd February, respecting the persecution of Mar Elias, the newly consecrated bishop of the community of Chaldeans of El Kosh, who have reverted to Nestorianism, I have the honour to enclose herewith a despatch from Mr. Greig, reporting on an attack made on the residence of the first dragoman of the Mosul vice-consulate, where Mar Elias had taken up his abode. A telegram was subsequently received from Mr. Greig, dated the 10th February, reporting that Mar Elias had escaped from the dragoman's house, but that the manner of his escape was unknown to the vice-consulate.

In reply to repeated protests on the part of Mr. Greig against violation of domicile, the vali refused to admit that he gave a wrong order himself, or that the chief of police was wrong in not exercising proper discretion in executing it. He further absolutely declined to hold anyone responsible or to offer any sort of apology.

In view of these facts, I have found it incumbent upon me to address to the Porte a formal complaint, for you will observe that not only was no intimation conveyed to His Majesty's vice-consul that Mar Elias was wanted by the authorities before the attempt was made on the house of his dragoman, but no charge even appears ever to have been formulated against him. I have accordingly demanded that the parties guilty of this forcible action shall be punished, and that the vali shall apologise to Mr. Greig for his illegal and improper conduct.

I have, &c.

GERARD LOWTHER.

Enclosure in No. 88.

Vice-Consul Greig to Sir G. Lowther.

(No. 5. Confidential.)

Sir,

Mosul, February 24, 1910.

I HAVE the honour to report as follows with regard to various incidents connected with the arrival in this town of Mar Elias, of El Kosh.

In despatch No. 1 of the 3rd January last Mr. Young reported that Mar Elias was expected here. He arrived on the 22nd ultimo, and took up his abode in the house of Nimrod Kassim, first dragoman of this vice-consulate. His arrival was telegraphically reported by Mr. Young. He brought with him two letters from the authorities at Constantinople to the local authorities at Van directing that he should be authorised to travel in those parts of the Van vilayet where there are Nestorians, and further ordering that the Nestorians should be registered. Both letters, which are dated respectively the 19th August and 8th October last, contain a statement that identical instructions have been given to the authorities at Mosul. Mar Elias had accordingly come to this town with Mr. W. A. Wigram (of the Archbishop of Canterbury's Mission at Van), passing through his native village of El Kosh, where he spent two days, and met with an entirely friendly reception.

The last detail may be of interest in view of the complaint made for his own purposes by the Roman Catholic Chaldean Archbishop (resident at Mosul) that the presence of Mar Elias at El Kosh would be the signal for disturbances.

On reaching Mosul he reported his arrival to the authorities, and informed them that in pursuance of the instructions given by the central authorities he desired to visit the Nestorians in this district, and asked that they might be registered.

In answer to this request, he was told that fresh instructions had arrived from Constantinople, and that he would have to leave Mosul and return to Koshannes.

I was aware that the villagers in this district had recently been required by the Roman Catholic Chaldean Archbishop, whose word to them is law, to put their seals to a document stating that, were Mar Elias to visit this region, grave disturbances might ensue, and that the archbishop was endeavouring by this means to prevent Mar Elias from travelling in the villages. For that reason, and in view of the notorious malice of the archbishop towards the Nestorians in general, and Mar Elias in particular, it seemed possible that the alleged fresh instructions had not been issued to the local authorities

and that they were merely acting under local Roman Catholic pressure, and therefore in conversation with the vali on the 3rd instant I enquired whether it were true that the authorisation given to Mar Elias to visit the Nestorians in this district had been cancelled and contrary instructions given. In reply, his Excellency admitted that he had not himself seen (I believe he cannot read) the new instructions, but assured me that they had been received.

He did not, however, ask permission to take Mar Elias from the dragoman's house, nor imply that any peremptory expulsion from Mosul was contemplated.

On the evening of the 4th instant I learned with surprise, therefore, that a forcible attempt to enter the dragoman's house in order to seize Mar Elias had been made by gendarmes in the presence of a mob of three or four hundred persons, some of whom—and notably a lawyer in the permanent service of the Roman Catholic Chaldean Archbishop—were seen to incite them to break open the door. The attack ceased abruptly on the arrival of two ladies of the Church Missionary Society and of the second dragoman of this vice-consulate. There is little doubt the door would otherwise have been forced.

This incident occurred before any request for the surrender of Mar Elias had been addressed to me.

It tends to corroborate the suspicion that the order for Mar Elias's removal from Mosul to Koshannes did not emanate from the central authorities, but was obtained from the local authorities by Roman Catholic pressure, and argues that the Roman Catholic Chaldean Archbishop, conscious that the grounds for the expulsion were of the flimsiest, and apprehensive of the result should the vali waver or should delay admit of a Nestorian appeal to Constantinople, decided, with the help of the corrupt local officials in his pay, to bring about a *fait accompli*, by which his authority would have been greatly enhanced.

Late on the 5th instant (a Saturday) I received an official application for the surrender of Mar Elias, to which I replied on the 7th instant that the matter was receiving my consideration. Meanwhile I complained to the vali of the attack on the dragoman's house, and enquired what steps he proposed to take.

This matter is still under consideration.

Alarmed at the possible consequences of the incident at the dragoman's house, the vali adopted a less uncompromising attitude with regard to the surrender of Mar Elias. On the 8th instant I informed him that as Mar Elias was in bad health it would not be humane to subject him to the fatiguing journey to Koshannes in winter, and suggested he should report accordingly to the central authorities and await their further instructions. This he undertook to do, and on the 9th instant professed to have received an answer to the effect that Mar Elias should be treated in the Government hospital (this does not appear to exist, but there is an ill-favoured military hospital).

Meanwhile, however, Mar Elias had escaped from the dragoman's house, and I answered the request that he should be handed over for medical treatment and "rest" accordingly.

I would mention that on the 5th instant the Protestant community here, numbering some 130 persons, applied to the central authorities for the formal recognition of Mar Elias as its head. The Roman Catholics are, I believe, straining every nerve to prevent such recognition by representing Mar Elias to the central authorities as a danger to the peace.

Again on the 7th instant I received a petition from the local Protestant community asking for protection, and pointing out that in view of the subserviency of the local authorities to the Chaldean Roman Catholic Archbishop they are at his mercy.

Another outcome of the foregoing events is not without interest. Jevdet Bey, mektoubji of this vilayet, who alone has honourably advocated fair treatment of Mar Elias, has been attacked by the archbishop and his official allies. The archbishop has telegraphed to Constantinople that he is supporting a movement dangerous to the peace, and the archbishop's Moslem allies have asked for his dismissal for alleged blasphemous utterances.

If the central authorities would now recognise Mar Elias as head of the Protestant community here or else enable him to leave his hiding place, if he is still in this district, and go as a free man to El Kosh, the good consequences would be far-reaching. Numbers of Roman Catholic Chaldeans, hitherto terrorised by the archbishop, as well as many Syrian Catholics, would revert to the Nestorian Church, and the anti-British supremacy of the Roman Catholics in this district would be gradually replaced by a friendly Nestorian influence.

Hitherto, in their own interests and to the disadvantage of the Ottoman Government, the Roman Catholic authorities have fostered many corrupt local elements, to whose fault are due costly military operations against Sheikh Barzan and other victims of dishonest administration.

From the present despatch, and from various reports submitted by this vice-consulate since the beginning of the movement at El Kosh in February of last year, it is clear that the Roman Catholic authorities have in no wise desisted from their original avowal of intention by fair means or foul to prevent the reversion of the villagers of El Kosh and elsewhere from a creed made odious to them by every form of tyranny to their original Nestorian Church, and that a striking feature of this persecution has been the hostility towards this country unmistakably displayed by those authorities.

From the officials of this vilayet, whose authority is at the beck of the highest bidder, the needy and unorganised Nestorians cannot expect a fair hearing. It is to be hoped that attempts to lay their case before higher authorities may not be frustrated by misrepresentations for which the comparative wealth and organisation of their oppressors may gain credence.

Finally, I would add, the Roman Catholic Archbishop seems to have so far debased his high calling as to send messengers on the 4th instant to the villages near El Kosh to proclaim that on that day Mar Elias would be dragged from his hiding-place and taken a prisoner to Koshannes, and to exhort them to ridicule him when passing through their district.

I have, &c.
C. A. GREIG.

[10512] No. 89.

Sir G. Lowther to Sir Edward Grey.—(Received March 29.)

(No. 166.)

Sir, *Pera, March 22, 1910.*

WITH reference to my telegram No. 29 of the 20th and your despatch No. 55 of the 28th ultimo, on the subject of the Lynch question, I have the honour to forward to you herewith the despatch from His Majesty's consul-general at Bagdad to which reference is therein made, and which only reached me this morning. I have the honour to call your attention, firstly, to Mr. Lorimer's remarks upon the standing and behaviour of Mr. Cree whose letter, which is enclosed in this despatch, contains the protest against the proposed fusion of the Lynch and Nahrieh steamers into one company enjoying a monopoly of the navigation of the river, and secondly, to the grounds of the protest itself. It is perhaps to be regretted that Mr. Cree has addressed himself to the press though it must be admitted that his conduct in not doing so until the question had passed out of its most acute phase was very correct. His remarks are worded with moderation and they appear to me to contain so large a measure of just comment as to be worthy of serious consideration. It is undeniable that at present the river is the only highway in Mesopotamia and as Mr. Lorimer does not controvert the statement, it must be presumed that Mr. Cree is correct in writing that, owing to the competition of the Nahrieh boats, the freight from Bussorah to Bagdad has sunk from between 60s. and 40s. per ton to 25s. Complaints of the careless handling of goods on the river boats are perennial and may be found *passim* in the despatches of Mr. Lorimer's predecessor.

It would appear further that the denunciations against the proposed fusion were of a very genuine character and were in no way stage-managed.

I took advantage of a recent opportunity to discuss the Lynch scheme with a member of the Chamber who has special opportunities of knowing the sentiments of its members, and he stated that there was no chance of the scheme, if submitted to Parliament, being passed, on account of its being a monopoly, and because the inhabitants of the country were convinced that, with a monopoly, no good service of boats can be secured. I explained that the works which were to be carried out on the river by the Lynch company made it necessary that the latter should enjoy a monopoly, and that the disadvantages which might attend this were obviated by the maximum tariff, but my interlocutor was of opinion that either the Government or the company should undertake the work, and in return should have the right of levying tolls. He said there were other companies ready to apply for the right to navigate the river without a monopoly; he did not believe the Government would be strong enough to pass the

concession without submitting it to the Chamber whatever promises they might have made, and he repeated that if it were submitted the Chamber would steadily refuse to pass it.

In conclusion, I venture to draw your attention to the last paragraph of Mr. Cree's letter in which he describes Mesopotamia as the hinterland of the Levant and dwells on the enormous advantages both for the country and for British enterprise which may be hoped for from the construction of a railway from the Mediterranean along the Euphrates to Bagdad.

I have, &c.
GERARD LOWTHER.

Enclosure 1 in No. 89.

Consul-General Lorimer to Sir G. Lowther.

(No. 7. Confidential.)
Your Excellency, *Bagdad, February* 21, 1910.

I HAVE the honour to forward enclosed, in continuation of my letter No. 97/4 of the 31st January, 1910, a protest which I have received from Mr. T. D. Cree, a British merchant at Bagdad, against a monopoly of steam navigation on the Tigris, which, it is supposed here, is not unlikely to be granted by the Turkish Government. The protest consists of the following documents:—

(1.) A letter from Mr. Cree to me, dated the 17th February, 1910.
(2.) An excerpt from "Truth" of date the 22nd December, 1909.
(3.) A letter from Mr. Cree to the editor of "Truth," dated the 17th February, 1910.

2. Mr. Cree is a partner in the British firm of Messrs. Blockey, Cree, and Co., one of the most enterprising European concerns in Turkish Irak; and he is at the present time their local representative at Bagdad. Personally he is a highly respected, experienced, and (I believe) successful man of business; and this and the studiously correct attitude which he maintained during the recent "affaire Lynch" agitation at Bagdad, to which I can myself testify, entitle him, in my opinion, to a careful hearing.

3. I have ventured to inform your Excellency by telegram of the submission of the present protest and to suggest a delay. I trust that in doing so I have not overstepped the proper limits of my action in a case in which I have not received your Excellency's instructions nor an indication of the policy of His Majesty's Government. I appreciate the fact that the expected concession may have wider bearings than are apparent at Bagdad, and I have therefore abstained from comment in submitting the protest of Mr. Cree.

I have, &c.
J. G. LORIMER, *Officiating Political Resident in Turkish Arabia, and His Britannic Majesty's Consul-General, Bagdad.*

Enclosure 2 in No. 89.

Mr. Cree to Consul-General Lorimer.

Dear Mr. Lorimer, *Bagdad, February* 17, 1910.

WHEN there was so much excitement here over the Lynch concession, I entirely abstained from joining in the agitation against it, though I was pressed by many native friends to take a part. I thought the spectacle of British merchants agitating against what were supposed to be British interests, strongly supported by our Government, would be unedifying and undesirable. Now, however, the conditions have altered—the public believe that the scheme is dead and all excitement is over. There are others, however, possibly better informed, who believe that the scheme is only dormant, and will be revived as soon as the time is thought favourable. I therefore feel that silence on the subject is no longer necessary or desirable. I have accordingly taken as my text a paragraph in "Truth" of the 22nd December last (which you have seen) and addressed a letter to the editor, which I think is a true and fair statement of

the facts. It is a matter of indifference to me whether this letter is published or not, but my object in sending you a copy is a very serious one.

I may say that my object is two-fold:

First, it is to ask you, as the representative of His Majesty's Government, to be so good as to take steps to protect us, as independent British merchants, against the possible operations of this monopoly. We have now been at work for many years in this country, we have had to struggle against every kind of difficulty, and we have never asked for any kind of special assistance from our Government. We have, however, done our best to promote British trade, and we now beg that our Government will protect us and see that we have a fair field for our humble operations.

My second object is one which would, were we in England, be fittingly expressed in a letter to the public press. It is to express the very humble and respectful but at the same time convinced opinion that if this monopoly scheme goes through our Government will, rightly or wrongly, for many years to come be associated in the minds of the people of Mesopotamia with an act of grave injustice.

Yours faithfully,
T. D. CREE.

Enclosure 3 in No. 89.

Excerpt from "Truth" of December 22, 1909.

THE fusion of the Lynch (Euphrates and Tigris) Steam Navigation Company and the Ottoman Hamidieh Company, which nearly caused the overthrow of the Hilmi Cabinet, is good not only for the two companies concerned but for the general interests of the Bagdad trade. Under the terms of their concession Messrs. Lynch and Co. were only allowed to have three English steamers on the rivers, and as the eight steamers of the Turkish company were either too old or too slow for use, the river traffic between Bussorah and Bagdad was hopelessly congested, English goods consigned to Bagdad being often as long as six months on their way. The new company, worked by a joint board of four English and four Turkish members, with an English chairman, will have a monopoly of the river navigation, but to prevent extortion, a maximum scale freight, which may not be exceeded, is laid down in the convention. The conclusion of this agreement has paved a way for Sir Ernest Cassel's negotiations with Herr von Gwilmer, who is now said to be willing to secure the participation of this country in the Bagdad Railway on condition that the construction of the Bagdad–Koweit section of the line shall be left to British enterprise.

Meanwhile there is a revolt in Paris against the investment of French capital without further representation on the railway board than is now accorded to French capitalists. The subsidiary company formed for the construction of the four sections between Bulgurlu and El Halif has only three French directors as against four Germans, one Austrian, one Turk, and three Swiss, the latter being nominees of the Deutsche Bank at Berlin. Why do not French and English capitalists combine to carry out Sir William Willcocks' scheme for a railway down the Euphrates Valley? M. André Mevil could help this proposal if he would, and so, too, could Sir Ernest Cassel.

Enclosure 4 in No. 89.

Mr. Cree to the Editor of "Truth."

Sir, *Bagdad, February* 17, 1910.

I HAVE read with much interest your many well instructed articles on affairs in Turkey. The information conveyed in the paragraph in your issue of the 22nd December regarding the fusion of the Lynch Company and the Ottoman Hamidieh Company is, however, far from correct, and, as this affair attracted great attention in Europe and practically brought about the fall of Hilmi Pasha, I think you will be not uninterested in a statement of the facts.

I may mention that I am a British resident in Bagdad with eighteen years' experience of Mesopotamia.

Now the news of the contemplated fusion of the two companies, or rather what it practically amounted to, the absorption of the old Hamidieh Company (present Nahrieh) by the Lynch Company, was received in Mesopotamia with a feeling amounting to

consternation, which quickly broke into open and determined opposition. Meetings of protest were held in every town between Mosul and Bussorah, the telegraph-offices were besieged by crowds of people demanding telegraphic audiences of the Ministers at Constantinople, and the excitement and feeling generally far exceeded that caused by the events heralding the advent of the new régime, which left the great bulk of the people indifferent. There was not one section of the population, scarcely, I may say, one man in Mesopotamia, who was not heart and soul against the scheme, and with the feelings of the population, the Turkish official world, and also the foreign communities, British and others, for the most part thoroughly sympathised. For probably the first time in the modern history of Mesopotamia, Mahommedans of both sects (Shiahs and Sunnis) were brought into line with Christians and Jews. On every side were heard expressions of astonishment and regret that the British Government should have lent its support to the scheme, and this feeling was accentuated by the fact that our Government has, for more than a century past, stood in the minds of all sections of the people for all that is honest and just for freedom of thought, religion, and trade.

The question now is: was there an adequate reason for this extraordinary outburst of feeling? Before this question can be answered a few facts connected with the history of the navigation companies must be stated and I will now touch on these as clearly and briefly as possible.

First, the importance of the question of the navigation should be clearly understood. There are so far no railways in Mesopotamia and the whole of the import and export trade of the country passes up and down the two great rivers. The cereals, the dates, the wool, and the gallnuts of the country are borne to the Persian Gulf on these rivers and by them the country receives in exchange the products of Europe and India. No other routes are open. Until a few years ago the Lynch Company had practically its own way on the river. It is true that the terms of the concession only allowed them two steamers but these were fine cargo carrying boats and were efficiently run. The only other boats were a few old out of date craft owned by the Turkish Government and these were as badly equipped as they were ineffectually managed. The Lynch Company thus virtually enjoyed a monopoly and they not unnaturally made the most of it. The regular freight from Bussorah to Bagdad, a four days' voyage, was 40*s.* and this often rose as high as 80*s.* a ton. Valuable cargo destined for Bagdad was kept lying on the open wharves in Bussorah, protected only by tarpaulins, and for many months at a time. When the cargo did reach Bagdad, it was often damaged and heavy losses were caused by this and by the fact that seasonal markets were regularly lost. The river freights were paid cash in advance in London and complaints on the part of the unfortunate cargo owners in Bagdad were not of the slightest avail. Shippers by the Lynch Company were simply told that if they did not like the conditions they must take their cargo elsewhere, *i.e.*, to the Turkish steamers where they could only be sure of even worse treatment. It is not too much to say that the whole country groaned under these conditions. Trade was checked on every side and agriculture suffered most severely. Grain grown for export often paid in river freight from Bagdad to Bussorah alone, a three days' down stream voyage, 40*s.* a ton, say 12*s.* a quarter, equal to 50 per cent. of its cost in the markets of Bagdad and thus the money which should have been coming back to enrich the agriculturists and the country generally was going into the pockets of the Lynch Company. So secure and comfortable was the position of this concern, drawing without an effort its large profits while the country and trade generally suffered, that not once during the eighteen years' residence of the writer, has the country been visited by one of the directors of the company. Like absentee Irish landlords the members of the family controlling the company lived in England, spending there the revenues drawn from the suffering trade of the country.

Under the old Hamidian régime no redress was possible. The large profits of the Turkish steamers were going into the hands of the directors of the navy at Constantinople. Their interest was to take every penny of profit they could get from the steamers and they would neither spend a piastre of their ill-gotten gains on the improvement of the fleet nor would they allow others to come into the field. To increase the fleet would have meant parting with present spoil, possibly for the benefit of others, and to allow others to run steamers would have been from their point of view sheer madness. A few years ago, however, the death of the powerful head of the ring gave the Sultan, Abdul Hamid, his opportunity. He resolved to annex these profits for his private purse. As Sultan and the head of the Government, he sold to himself, Abdul Hamid, the entire fleet, steamers, barges, wharves, offices, &c., for a mere song,

and put the whole concern under the management of the department which administered his private estates in Mesopotamia. We are not here concerned with the political morality of this act, the important fact is that it brought immediate relief to the trade of the country. The "Seneca" as the Sultan's personal estate administration was called, was by far the most enlightened and progressive administration in Mesopotamia. With plenty of funds at its disposal a progressive policy was adopted, four large new steamers were ordered in England, and Belgium, the old boats were put into proper repair, new barges were built, and a policy, entirely new in the history of the river navigation, of encouragement to trade and agriculture, was adopted. This great improvement in the Turkish Company, which was then named the Hamidieh administration, forced the British Company to follow in the same lines. Freights, both up and down the river, were greatly reduced, at the time of writing the upward freight is 25*s.*, and the downward only 5*s.* 6*d.* per ton, the block of cargo at Bussorah has entirely disappeared, goods being received in Bagdad in reasonable time after despatch from Europe or elsewhere. The river companies have fallen into their natural and proper position as servants of the public, not their masters, and while possibly their profits have declined, trade has flourished, the burden of a most objectionable monopoly has been lifted from the country's back, and the way has been cleared for a great advance in trade and agriculture.

Now I think the question as to whether there was an adequate reason for the recent outburst of feeling against the amalgamation can be answered. It was generally believed that the real aim of the scheme was the re-establishment of the most pernicious monopoly which existed a few years ago, a monopoly which for many years literally drew the life blood out of the country, and from which it has only in some measure been delivered in the last few years of the reign of Abdul Hamid. Is this, it was asked, going to be the first real act of the new régime, the restoration of a hateful monopoly under which we have groaned for many years. In the old days we looked to England to protect us against oppression; how comes it that she is on the side of injustice now? These very words were used in my presence by a respectable old Mahommedan, and they may be said to be representative of the moderate sound feeling in the country.

It is really to us independent Britishers most astonishing and regrettable that our Government should have been led to support a scheme so distasteful to the whole country.

A most objectionable feature of the amalgamation also is the fact that the members of the family which control the Lynch Company are the sole partners in the firms which hold, and probably would continue to hold, the steamer agencies in Bussorah and Bagdad. These are trading concerns, and preferential terms of freight given to them under the monopoly conditions would lend also to the establishment of a most objectionable commercial monopoly, as no one could compete against a firm which held the controlling interest in the only existing trade channel. We (I voice here the opinion of the country) are told, however, that there are guarantees for the protection of the public, and that the new company is going to perform public services by improving navigation on the rivers, opening up the Tigris between Mosul and Bagdad, clearing the channel of the Euphrates, &c. Now no one knows exactly what the guarantees are, but we do know Turkey, and we profoundly distrust guarantees given by a company which is going to have a Turkish constitution to the Turkish Government. Even supposing that the guarantees are most carefully framed, what is to prevent their being swept away by a vote in Parliament engineered as the monopoly arrangement was engineered. Again, if the rivers want opening up, this is a public work, and should be performed by the Turkish Government, which has now the means to perform such useful works.

We want, however, no guarantees of any nature, good or bad; all that we want is common justice, the right to freely navigate our own rivers, the right to live free from the burden of a hateful monopoly. This is the cry of the people of Mesopotamia, and is it too late to hope that our Government will hear this appeal and refuse to range itself on the side of the monopoly-mongers?

I do not expect you to publish this, but I think it only right that you should be informed of the true facts in case the subject should come again into public view.

The crying need of this country, as Sir William Willcocks has pointed out, is a direct railway to the Mediterranean. The German railway, coming down by Diarbekir and Mosul, is no use to us. This country is really the "hinterland" of the Levant, and the day a railway from some port of the Mediterranean coast touches the Euphrates will see the dawn of a new era of prosperity for the land. There is a tremendous

commercial future for this railway: comparatively short, built over level plains at a minimum expense, it will have the handling of the immense crops which will be grown in Mesopotamia as soon as Sir William Willcocks's irrigation scheme begins to bear fruit. It will carry into the country in exchange the products of Europe, and will, by the cheapening of freight charges, enable British goods to compete with Russian, even on the shores of the Caspian. Instead of Bagdad being a place at the end of a long and painful voyage through the Suez Canal, along the unlighted, dangerous, and barren and burning coasts of the Red Sea, Indian Ocean, and Persian Gulf, and then up a tortuous and difficult river, it will be a place distant some fifteen hours from the Mediterranean. It will be a great misfortune if British capitalists allow the chance of engineering this scheme to escape them. It is essentially a British scheme; the idea being really the rebirth of the old British Euphrates Valley Railway concession, but under entirely new conditions and with a certainty of success far beyond the most sanguine dreams of the original promoters.

[10518] No. 90.

Sir G. Lowther to Sir Edward Grey.—(Received March 29.)

(No. 172.) *Constantinople, March 23, 1910.*

Sir,

I HAVE the honour to forward herewith a despatch from His Majesty's consul-general at Bagdad, transmitting his Tour Journal No. 1 of 1910.

I have, &c.

GERARD LOWTHER.

Enclosure 1 in No. 90.

Consul-General Lorimer to Sir G. Lowther.

(No. 163/8.) *Bagdad, February 21, 1910.*

Your Excellency,

I HAVE the honour to submit herewith, for official record, my Tour Journal No. 1 of 1910.

At the end are some general remarks of a practical tendency, which your Excellency may be pleased to read.

I have, &c.

J. G. LORIMER, *I.C.S., Officiating Political Resident in Turkish Arabia, and His Britannic Majesty's Consul-General, Bagdad.*

Enclosure 2 in No. 90.

Tour Journal No. 1 of 1910.

(Confidential.)

(The short cruise on the R.I.M.S. "Comet" described below was undertaken by me upon medical advice; and, as it did not extend to a point further than could be reached by a mounted messenger from Bagdad within a few hours, I did not think it necessary to trouble his Excellency the British Ambassador at Constantinople with an application for previous sanction.)

Voyage to Salman Pak (distance about 35 miles).

February 11, 1910.—The "Comet" left her anchorage in front of the residency shortly after 9 A.M., and reached Salman Pak on the left bank of the Tigris, the landing-place for Ctesiphon, in the course of the afternoon. We halted for a couple of hours by the way at Tuwaithah. Nothing could be more arid in appearance than the Mesopotamian plain at this time of the year, for, except in a few green patches surrounding water-lifts, where wheat and barley have begun to spring, there is no touch of verdure to relieve the monotonous buff of the cracked soil and the grey and brown of leafless bushes, many of which are thorny. Beyond Tuwaithah I was not accompanied by any member of the residency political staff.

In the evening, shortly before sunset, I revisited Ctesiphon,* which I had already seen in 1905. This magnificent ruin, the principal palace of the Sasanian kings who ruled the country from about 228 A.D. until 637 A.D., when they were overthrown by the lately Mahommedanised Arabs, is now in the last stages of decay. It consisted until recent times of a vaulted hall, open at the east end, 90 feet in height from floor to keystone, and of a façade of the same elevation with its front to the east, stretching north and south in two wings from the sides of the entrance to the hall. The northern façade fell some ten or twenty years ago; the southern façade is now inclining dangerously to the east; and of the roof of the hall only a portion in the centre now remains. Only three weeks before my visit a part of the side wall of the hall upon its north side, weighing perhaps 100 to 200 tons, collapsed and broke up, and bricks, mortar, and wooden tie-beams, which have not seen the light for more than twelve centuries, now lie exposed to the air. Almost all round the ruins, to the height that a man can reach, the walls have been quarried into by the local Arabs to a depth of 2 or 3 feet to obtain building material. The building seems to have possessed some remarkable features, and it is much to be desired that it should be studied and drawn by a competent architect before it is too late.† The arch of the great hall is almost a parabola in its cross-section; the courses of the bricks composing it run obliquely to its main axis, like those in a bridge built on the skew. The arches of three doorways still remaining appear to be semi-circular, but several recesses in the reverse (or inner side) of the south façade, near the top, have sharply pointed arches. Between two of these recesses, at a great height from the ground, is a projecting mass of brick-work which looks like the end of a former flying buttress, and below this broken end is an ascending line that suggests a vanished stairway.‡

Halt at Salman Pak.

February 12.—The next morning I went shooting on the right bank of the Tigris in a tract known as Saiyafieh,* about a mile down stream.

We passed an inundation canal which is used in the proper season to irrigate Saifi or summer crops at a distance of 2 or 3 miles inland; at present it is closed by an embankment thrown across it about a quarter of a mile from its head. Such is the state of the country that at night this embankment is guarded by twenty armed men against the enemies of the owner, who would otherwise destroy it; these watchmen are paid in kind monthly.

The owner is a member of the well-known Jamil family, and there is a walled village belonging to him on the right bank of the river opposite Salman Pak. Above this village again, on the same side, is a disused saltpetre or gunpowder factory, the property of the Turkish Government.

In the evening I called on the Kaim-Makam of the 'Azizieh Kadha—or, as we should say in India, the deputy commissioner of the 'Azizieh district—at his present residence in Salman Pak village. His head-quarters are at Salman Pak, but he expects that they will shortly be transferred§ to 'Azizieh, the mudir of that place being then brought to Salman Pak. 'Abdul Halim Bey is an elderly western Turk; he came to Irak from Smyrna only four months ago. He looks weary and depressed, and evidently dislikes his Arab surroundings. This is perhaps not unnatural in a man obviously town-bred who knows very little Arabic. On neither of the two occasions upon which we met had the Kaim-Makam an efficient interpreter with him. He was delighted to see a European, and presented me, at my departure, with a photograph of himself taken twenty years before and a piece of wood from the ruins of Ctesiphon. The latter is remarkably well preserved and smells like cedar or sandal wood, both of which it also resembles in its reddish colour. The only other person present at the first interview on the side of the Kaim-Makam was Sheikh Salman, one of the family who are the Mutwallis of the adjacent shrine of Salman Pak. The Sarai (or Government offices) at Salman Pak stands on the left bank of the river, a little way above the anchorage, about half-a-mile distant from the village and shrine, which lie inland

* See "Persian Gulf Gazetteer," vol. ii, p. 1894.

† The building has often been described, of course; but I do not know of any exact description, with plans and drawings, by an expert such as ought to be made before it disappears.

‡ Two photographs of Ctesiphon, in which some of the details mentioned are visible, have been bought in Bagdad, and are enclosed with this report.

§ This will simply be a return to the arrangements which existed before 1905 (see "Persian Gulf Gazetteer," vol. ii, p. 1934). I understand that, for the purpose of controlling the Arab tribes, it is very desirable that the Kaim-Makam should be at 'Azizieh, but it is ten hours from Bagdad by land, whereas Salman Pak is only five.

beyond some fields. Close to the anchorage of the "Comet," on the left bank of the river, was a water-lift of three pulleys, irrigating some 15 or 20 acres of young wheat and barley. It was kept working throughout the twenty-four hours (except for a short time in the middle of the night) by some fifteen miserable ponies, which were harnessed to it in reliefs, and which appeared to consume a large part of the green crop in fodder. An oil-motor pump would probably be more economical, besides possessing other great advantages, if the owner or owners could meet the cost of a first installation. This charad is a typical instance of the toilsome agriculture of Irak.

February 13.—On the 13th February I again went shooting in the Saiyafieh tract, which is a reserved forest, at present in the possession* of the artillery of the 6th Army Corps, and extends for 4 or 5 miles down the river. It contains little but a low growth of Euphrates poplar, dwarf tamarisk, and liquorice; there are, however, a few actual trees of the first-named species. At the lower end of Saiyafieh is a small mud fort occupied by the forest guards, at present some half-a-dozen men of a Naklieh (*i.e.*, mountain) battery, under a Mu'awin, or superintendent. Their duties are to prevent the Arabs from cutting the wood or setting fire to the jungle, and I never visited the forest without seeing one or more of them.

In the course of the day I passed two camps of liquorice diggers employed by an American firm of liquorice exporters (Messrs. MacAndrews and Forbes, of Bagdad and Bussorah).

Vigorously as this plant is being exploited, it does not appear that the supply can ever fail, as it reproduces itself very rapidly. The oldest and largest roots are not the best for commercial purposes. One has been seen about a foot in diameter, of which a length weighed a hundredweight.

While we were resting near one of the liquorice camps, some Arabs of the Zubaid tribe joined our party. One of these Arabs, Sheikh Fadhil, the near relation of a more important sheikh named Hazza, who has a fixed village in the vicinity, came and sat down beside me and enquired in a confidential tone "When the English were coming to take the country?" I answered that nothing was further from the mind of the British Government than a design upon Mesopotamia, that there was close friendship between Britain and Turkey, and that the sheikh might dismiss from his head any ideas to the contrary which he might have formed. Fadhil then asked what Sir William Willcocks and his engineers were doing here. In reply, the effects of irrigation on a large scale were explained to him; and I told him that Sir William Willcocks, though an Englishman, was a servant of the Turkish Government, and that the engineers under his orders received their pay from the Turkish Government.

The sheikh departed at length, but with the air of a man by no means satisfied or convinced.

This day a Turkish steamer tied up near the "Comet" to take on board a number of pilgrims, bound for Bagdad, who had been visiting the shrine of Salman Pak.† The shrine seems to be one of considerable celebrity, though the Sunni saint whom it commemorates was only the prophet's barber.

In the afternoon the Kaim-Makam returned my visit of the preceding day on board the "Comet"; he was accompanied by a member of the Mutawalli family whom I had not previously seen. Abdul Halim Bey complained of ill-health, and some medicine was prescribed and compounded for him by Assistant-Surgeon Rosair of the "Comet." The doctor went ashore in the evening to attend a sick child of the Mutawalli family.

Voyage to Muhammad Pasha's House (distance about 51 miles).

February 14.—We left Salman Pak early the next morning, the Nahrieh (Turkish) steamer "Basrah" being about a mile behind us at the moment of our getting under way, and travelling in the same direction, viz., down stream. From the volumes of smoke which issued from her funnel it was evident that she was trying to overtake us, and eventually she succeeded in doing so. The result greatly distressed Mr. Dexter, the engineer of the "Comet," who has served on that vessel for twenty-seven years, and has never seen her passed by any other. In reality, however, it was not unsatisfactory, for the Turkish steamer only gained about 2 miles in 50. The "Comet" is nearly 30 years old, but she still maintains‡ her original speed of 8½ knots an hour under

* The tract is said to be at present the subject of more than one lawsuit.

† The shrine possesses endowments which have now been called in dispute by the Turkish Ministry of Finance.

‡ We had a 5-knot current with us in descending the river and a 4 to 4½-knot current against us in coming up again. Trials carried out by Captain Finnis showed the "Comet" to be still good for 7 to 7½ knots "over the water" under ordinary conditions, and for 8½ under forced draught.

forced draught, whereas the brand new Belgian-built "Basrah," with a nominal speed of 14 knots, appears to be already incapable of doing more than 9. The fact is that the Nahrieh steamers, under the present management, are deteriorating very rapidly, and this fact is not without a practical bearing on the so-called "affaire Lynch."§ In the afternoon I landed at Muhammad Pasha's house† on the left bank of the river, where, in the absence of all the members of his family, I was received by his agent, Mahmud Agha. I shot over and explored the Pasha's lands, consisting chiefly of a forest named Rubaidah, which extends to a distance of 2 or 3 miles below the house and has been made over by the owner to his son Daud Bey. Here also there was a camp of liquorice diggers, and I am informed that the owner of the forest has received £T. 350 for a permission to extract liquorice for four years.

Rubaidah contained more timber of a respectable size than Saiyafieh, but otherwise it was of exactly the same character. According to Mahmud Agha, this forest and a similar one named Kutunieh,‡ some miles further down, together yield a revenue of £T. 3,000 a-year, and I have received confirmation of the statement from another quarter. The Pasha's land hereabouts is, I am informed, mulk or absolute property, a comparatively rare thing in this province, where the State has retained the ownership of nearly all lands. Suwairah,§ the headquarters of the Jazirah Kadha and the seat of a Kaim-Makam, lying some 4 miles below our anchorage and on the other side of the river, I had not time to visit it upon this occasion.

From the roof of a pumping station, which Muhammad Pasha has erected for the irrigation of his corn fields, I was shown, on the opposite bank a short way down stream, a thriving estate with date palms. This, I was told, belongs to Abdul Kadir Pasha (Khadharri), the principal mover in the recent agitation at Bagdad‖ against a supposed navigation concession to the Euphrates and Tigris Navigation Company.

Voyage to Hurrieh.

February 15.—The next day we turned up the river again and anchored in the afternoon near the right bank, at the head of the Hurrieh tract,¶ which comes next below Saiyafieh. I revisited the lower end of the Government forest, saw the inside of the forest guards' post—which, with a want of intelligence not uncommon here, has been planted at the foot of a small hill instead of on the top of it—and obtained a view of the walled village of Sheikh Hazza of the Zubaid, distant about a couple of miles inland. An inhabitant of the village assured me that it contained sixty to seventy houses, but from the distance it appeared hardly so large as this.

February 16.—On the 16th February the "Comet" returned to Bagdad, which was reached at 6 P.M. after 8 hours' steaming.

General Remarks.

British Relations with the Arabs of Turkish Irak.—There was nothing unusual in the questions asked me by Sheikh Fadhil (mentioned above under date the 13th February). Such are put to every British traveller in Irak by the Arabs with whom he comes in contact. An experienced official knows how to reply to such queries; but young travellers are apt to be drawn into sympathising, or appearing to sympathise, with alleged Arab grievances; and it must often happen that there are listeners at such conversations who repeat them, probably in a garbled form, to the Turkish officials.

The Turks still show considerable suspicion, though less than formerly, of British travellers in this country; but their anxiety will appear only natural if we reflect for a moment how our own officers in the districts of the north-west frontier of India would regard a Turk, who, having no ostensible business there, should tour among the Pathan tribes and appear to be ingratiating himself with them. Such a Turk would at once be credited with a pan-Islamic or other political mission, and he would probably be put under surveillance, or even restraint, of some kind. The question of British travellers in this country is one which I hope to discuss frankly with the vali at a suitable opportunity; and meanwhile I shall impress upon British travellers the

* See report enclosed in my letter dated January 31, 1910 (see p. 101).
† See "Persian Gulf Gazetteer," vol. ii, p. 1884. Muhammad Pasha is at present Vali of Musal.
‡ See "Persian Gulf Gazetteer," vol. ii, p. 1885.
§ See "Persian Gulf Gazetteer," vol. ii, pp. 1851–2.
‖ See my report, already quoted, on the "affaire Lynch."
¶ See "Persian Gulf Gazetteer," vol. ii, p. 1884.

advisability of their resorting freely to the Turkish authorities, wherever they go, and of refusing to be drawn by Arabs into discussions wheih imply censure of the Turkish administration.

Afforestation of Turkish Irak.

I have described shortly (under dates the 13th and 14th February above) two typical reserved forests of the only kind that exist here. One of the great needs of the country is timber; at present much is imported from India, and some from Europe (viz., from Russia, Sweden, and Norway). Thin sticks, thorns, and date palm refuse are the firewood of the common people. Any scheme for the development of the country by irrigation should include a project for State plantations connected with the canals, as in India. I shall take an occasion of speaking about this to an official of the Department of Agriculture (Mudir-uz-Zara'ah) who has lately been added to the administrative staff of the province. As there is a great apparent resemblance between the climate, soil, and general conditions here and those prevailing in the Derajat (north-west frontier province, India), I have written to the deputy-commissioner of Dera, Ismail Khan, requesting him to send me some small Shisham and Siris trees for experiment.

J. G. LORIMER, *Officiating Political Resident in Turkish Arabia and His Britannic Majesty's Consul-General, Bagdad.*

Bagdad, February 21, 1910.

[10619] No. 91.

Sir G. Lowther to Sir Edward Grey.—(Received March 29.)

(No. 173.)

Sir, *Constantinople, March* 23, 1910.

I HAVE the honour to forward herewith a despatch from His Majesty's consul at Aleppo, giving a summary of events in his district from December 1909 to March 1910.

I have, &c.
GERARD LOWTHER.

Enclosure in No. 91.

Consul Fontana to Sir G. Lowther.

(No. 4.)

Sir, *Aleppo, March* 5, 1910.

I HAVE the honour to submit the following summary of the chief events of the past three months in the consular district of Aleppo :—

About 10,000*l.* have been distributed to the sufferers in the Kessab villages for rebuilding their burnt houses. The Kaïmakam of Jissr, together with the engineer of the vilayet, was sent to Kessab by the vali to distribute the money, and put the work in hand. The money appears to have been fairly and honesty dealt out, and I learn from Miss Chambers, the American missionary there, that all that was possible was done in the way of reconstruction, so that no Armenians lacked a roof to cover them through the worst of the winter. American relief work is still proceeding at Kessab, and, it is hoped, will be carried on for some time longer. The villagers have been enabled to sow their fields, and plenteous rains promise a plentiful harvest.

At Antioch the situation is unpromising as far as the remnant of the Armenian community there is concerned. The decisions of the court-martial, whereby some twenty Moslems were condemned to death and a large number to penal servitude, have been over-ruled at Constantinople, where it has been decreed that the Adana court shall retry each case. The five Agas, or Moslem notables, of Antioch, who were placed under arrest and sentenced to banishment for life, have been released and are in full enjoyment of their liberty. Their release is attributed to the efforts and influence of Rifaat Aga, deputy of Antioch, whose death at Constantinople was reported in the local papers a few days ago. Rifaat Aga was the wealthiest and foremost of the Antioch Agas, and his brother was one of the delinquents condemned to banishment. It is to be regretted that the release of the five notables ensued upon the visit to

Antioch of the Vali of Aleppo, who cannot fail to have learned how overwhelming was their responsibility for the massacre there. Government relief to the widows and orphans of the victims of that massacre was cut off nearly a month ago, although many women and children are still in need of daily bread. Dr. Martin wrote to me recently from Antioch that the little money he had held in reserve was being rapidly exhausted in the purchase of food for their relief, and urging that the authorities should continue their slender daily pecuniary dole to the most needy. Upon representing the matter to the vali I was informed that a further sum was to be sent to the kaimakam for relief work, and that Fakhri Pasha had applied to the Sublime Porte for permission and funds to open an Armenian industrial school, which, he said, would provide employment for the widows and a home for the orphans.

The Kaïmakam of Antioch was removed on the recommendation of the Governor-General, and the Kaïmakam of Alexandretta, Tewfik Bey, against whom there were so many complaints at Alexandretta, has been appointed to succeed him. The Kaïmakam of Zeitoun, Khalil Bey, concerning whose nomination I telegraphed to your Excellency on the 12th June last, has been appointed Kaïmakam of Alexandretta. He was employed for five years by the Government of Cyprus as Director of the Idadieh school there, and holds excellent testimonials, and it is hoped that he will give satisfaction in his new post. At Zeitoun he had difficulties with the military authorities, who accused him of too great partiality towards the Armenians.

Since last November thirteen Moslems, including the Mufti of Bagcheh, have been hanged at Erzin, and twenty-one Moslems, including a woman, hanged at Adana, for participation in massacre. The Deurt-Yol Armenians have smuggled in fire-arms lately, in such numbers that the suspicions of the authorities have been aroused. And the Armenians of Alexandretta have been spreading unfounded reports of massacres at Ourfa and Diarbekir. An explosion occurred about a month ago in the shop of an Armenian stove-fitter at Aleppo. The police broke into the shop, and found the man lying senseless on the floor covered in blood. He had been making bombs, one of which had exploded, shattering his hands and carrying away his nose. His brothers, who shared the shop, but were absent at the time, were immediately arrested, but have since been released through the intervention of the vali.

Christian and Moslem notables and merchants at Aleppo and Alexandretta have been agitating for a deflection of the Bagdad Railway line, as originally traced, to Aleppo and Alexandretta, thence along the coast to Payas and inland to Adana. The original tracing was through Tel Habesh, north of Aleppo, Killis, Islahieh, Osmanieh, and Siss, to Adana. Deputations have waited on the vali, promises have been given, and numerous telegrams have been sent to Constantinople, but so far no decisive answer has been received. From a strategical point of view a line from Alexandretta to Payas and on would be undesirable, as it would skirt the sea-coast, be exposed to naval attack, and so necessitate the expenditure of thousands of pounds on fortifications for its protection. Such, at least, is the argument of the military authorities. On the other hand, were the main line deflected to Aleppo and thence to Alexandretta, that magnificently extensive and sheltered port, the prosperity and importance of both those towns would enormously increase. According, however, to the latest news published in the local papers, the line is to be constructed as originally planned, the contemplated branch line from Tel Habesh to Aleppo being extended by the concession to a British company of a line running from Aleppo to Alexandretta. An English engineer, named Mr. Money, passed through this town on his way to Bagdad a fortnight ago, and four engineers, one a German and the others Italians, reached Aleppo on the 2nd instant.

The Governor-General, acting upon instructions from Constantinople, has raised a subscription in the vilayet for the Ottoman fleet. At Aleppo the sum of 2,000*l.* was collected, viz., 1,200*l.* from the Christians and 800*l.* from the Moslems, although these are twice as numerous as the Christians. Christian notables were induced most unwillingly to subscribe considerable sums by vague threats as to an increase of the Temettu tax, and by the vali's promises that, were subscriptions liberal, their desire for a railway from Aleppo to Alexandretta would surely be realised. They declare, however, that they would rather have no fleet at all than be compelled to subscribe to it.

The reorganisation of the gendarme force in this vilayet makes little or no progress. The regulation whereby all recruits for the force must be unmarried militates against the enlistment of the more respectable Moslems. Funds are lacking, and suggestions or schemes submitted to Constantinople for approval meet with no reply. The vali some time ago received orders that the gendarme force was to be

independent of the civil authority, and subsequently he received a telegram from Constantinople, notifying that the postal waggons were no longer to be escorted by zaptiehs. To this he replied by telegraph, contending that the state of the country in this sparsely inhabited region rendered escorts indispensable. He received no response, and a few days later the post-cart plying from Aleppo to Alexandretta was stopped by Arabs and robbed of £T. 300 belonging to Government. This incident was deplored by the vali, who feared that at Constantinople he would be suspected of having himself provoked it in order to prove the justice of his contention.

I would here mention that a caravan bringing sheep from Mosul to Aleppo, and escorted by 130 soldiers, was stopped quite recently by Bedouins near the frontier of this vilayet, and robbed of arms, money, and provisions. The escort made no effort to defend the caravan.

At the end of last December the Afrin bridge, on the Aleppo–Alexandretta road, was carried away by floods, and direct communication between those towns was for many days cut off. When the rains subsided a difficult ford was made use of, but regular and punctual communication has not yet been re-established. Mr. Vice-Consul Catoni writes to me that the abominable state of the road since the Afrin bridge was destroyed renders direct traffic between Alexandretta and Aleppo almost impossible. Carters and camel-drivers are unwilling to take that road, although offered double the usual hire, and the consequent effect on trade is disastrous. Mr. Catoni considers that it is of vital importance that the road should be put in order and the bridge rebuilt. As soon as news was received here of the destruction of the Afrin Bridge, the vali wired to Constantinople for permission to at once order any materials that might be required from Europe, and to start the work for reconstruction. In reply he was informed that an engineer would be sent from Constantinople to take the work in hand. Thereupon he telegraphed again, urging that all the merchants in these parts were clamouring for the bridge to be rebuilt, and begging in the name of the Prophet for permission to act. The answer he received was "Muhendis irsali derdest dir" ("The dispatch of an engineer is in hand"). No engineer, however, has arrived so far, and such arrival is now hardly hoped for.

I understand that the recent visit of the Khedive to the Moslem Holy cities gave rise to some comment among the Arabs of this district. It was rumoured that secret envoys were advocating a rally of the Arabs to the Khedive's standard, with a view to restoring the Caliphate at Cairo. And the discontent of the Arab notables and landowners, combined with their disapproval of constitutional government, and of the curtailed powers and liberal views of the present Caliph and Sultan of Turkey, induced them to lend that rumour an attentive ear. A report—afterwards contradicted—of the death of Abdul Hamid, published some days ago in a local paper, produced gloom, almost consternation, among the Arabs, who whispered that the greatest Sovereign of the earth was no more.

The task of the Governor-General is a difficult one. Each department under his control evinces a spirit of independence hardly justified by the confusion prevailing therein, and he seems to rule rather by persuasion and conciliation than by right. Fakhri Pasha has confessed to a feeling of discouragement, and it is thought that he will not retain his post at Aleppo for a very long period.

Improvement is to be noted in the organisation of the Turkish Law Courts at Aleppo, the presidents of the civil court, commercial court, and court of appeal being men of integrity and ability.

I have, &c.
RAPHAEL A. FONTANA.

P.S.—The vali now informs me that he has thrice renewed his telegram to Constantinople regarding the Afrin Bridge, but has received no answer. The Defterdar has received orders to refuse Fakhri Pasha any sum that he may demand, as the Governor-General is to have no control over the finances of the vilayet. Yet there is plenty of money in hand, and timber could be purchased at Beyrout, and the Afrin Bridge might be reconstructed without difficulty.

Fakhri Pasha states that his messages to Constantinople are received in silence, his instructions to the kaimakams under him are ignored; he feels that his hands are tied, and that he will have no alternative but to resign.

It is lamentable that so honest and hard-working an official as General Fakhri Pasha should have the ground cut from under him in this way. No Governor-General can retain his position under such circumstances. His authority must be upheld, and he must be empowered to enforce the execution of his instructions by his subordinates.

There is grave peril, otherwise, of the administration of the vilayet lapsing into complete anarchy.

R. A. F.

[10425] No. 92.

Sir A. Nicolson to Sir Edward Grey.—(Received March 29.)

(No. 148.)

Sir, *St. Petersburgh, March 22, 1910.*

DURING a conversation which I had with M. Sazonow this afternoon, I told him that I received a visit in the morning from Colonel Massy, formerly in His Majesty's Consular Service, who had spoken to me in regard to a project which he was advocating for an Anglo-Russian combination in the construction of the Samsun-Sivas Railway and of other lines in those parts of the Turkish Empire. In reply to my enquiries, Colonel Massy (who was recommended to me in your despatch, No. 26, Commercial, of the 4th March, and presented a letter of introduction from the Foreign Office) had stated that he had been in communication with some Russian gentlemen of importance in St. Petersburgh who were anxious to favour his scheme. He had not, he said, seen any high officials, nor had he been in relations with any financial establishments in this capital. I had told him that there already appeared to be at least one syndicate in the field for the Samsun-Sivas Railway, and that this syndicate was composed of the International Bank of Commerce in St. Petersburgh, the Russian Bank for Foreign Commerce, and the Régie générale of Ottoman Railways. This group, I understand, was favoured by the Russian Government, and that His Majesty's Government would only support a British combination which worked with the group supported by the Russian authorities. I was not, I had told Colonel Massy, quite clear as to the exact composition of the group or groups enjoying Russian support, and I was desirous of having this point elucidated. There was a British Euxine Trading Company, which had been in communication with some Franco-Russian financiers, of whom Rossolato Bey was one, and I was anxious to ascertain whether these latter gentlemen were in combination with the group which I had mentioned, and of which Count Vitalis's company seemed to be an important member. Colonel Massy has told me that he was connected in fact with this Euxine Trading Company, and that though the Russian Government had in the first instance been disposed to favour Count Vitalis and his Russian associates, he had been "given to understand" that M. Stolypine was reconsidering the matter as he had since learnt that the Vitalis combination was in close connexion with the Ottoman and Deutsche Banks, and that the combination was in fact largely a German undertaking. When this had been brought to the knowledge of M. Stolypine, his Excellency had been unwilling to support any combination which would encourage the introduction of German influence into districts of the Turkish Empire which by their geographical situation were of importance to Russian interests. I had told Colonel Massy that I must see my way a little more clearly than I did at present, and that I would take an opportunity of speaking to M. Stolypine and to M. Kokovtzoff, the Minister of Finance, on the subject.

I told M. Sazonow that I doubted if M. Stolypine had much knowledge of, or interest in, railways in Asiatic Turkey, but that I presumed that M. Kokovtzoff was well acquainted with the whole subject. I would, however, like to know exactly what group was supported by the Russian Government, as this was a point on which I was in doubt. As to the "Russian gentlemen of importance" with whom Colonel Massy had been in communication, their names were unknown to me; and when I asked whether they had any financial backing, Colonel Massy had replied that the project would be financed from London. The whole affair seemed to me somewhat obscure.

M. Sazonow said that the group which the Russian Government were supporting was composed of the Banque internationale de Commerce, of the Banque russe pour le Commerce, and of Count Vitalis's Régie générale des Chemins de Fer ottomans. He had quite recently seen the president of the Banque internationale, and he had told him that matters were proceeding satisfactorily, and that the Russian banks would furnish 30 per cent of the capital. He had not heard that the Deutsche Bank or any German capital was interested in the project, or that there was any intention of securing German participation. The "Russian gentlemen of importance" were equally unknown to him, and he said that M. Stolypine was not acquainted with the question of Asiatic railways, and that M. Kokovtzoff was the Minister in whose hands such matters wer

placed. He thought that the best plan would be for Colonel Massy to see M. Kokovtzoff and the president of the Banque internationale and talk over the subject with them. I have, therefore, caused Colonel Massy to be informed that it would be prudent for him to enter into communication with the above-named gentlemen before proceeding further with his scheme.

I have, &c.
A. NICOLSON.

[10090] No. 93.

Sir Edward Grey to Sir G. Lowther.

(No. 81.)

Foreign Office, March 31, 1910.

Sir,

I HAVE received your Excellency's despatch No. 100 of the 21st ultimo, respecting the question of the protection of Bahreinese in Ottoman territory, raised by the action of the vali of Bussorah. I approve the instructions issued by you to His Majesty's consul at Bussorah, as reported in that despatch, and your proposal to take no action at Constantinople in this matter for the present.

I have, &c.
E. GREY.

[8735] No. 94.

Foreign Office to Admiralty.

Foreign Office, March 31, 1910.

Sir,

I AM directed by the Secretary of State for Foreign Affairs to transmit to you, for the information of the Lords Commissioners of the Admiralty, copy of a despatch, with its enclosures,* from His Majesty's Ambassador at Constantinople respecting the preservation of order on the Shatt-el-Arab at Bussorah during the date season.

I am to state that Sir Edward Grey concurs in the suggestion of His Majesty's consul at Bussorah, supported by Sir G. Lowther, that, in view of the steps taken by the Turkish Government, no British gunboat should be sent to that port for the forthcoming date season by way of an experiment.

I am, &c.
LOUIS MALLET.

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* No. 76.